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PUBLIC WORKS CONTRACT (Formal Bid)

Wharf II Critical Repairs Project (30C1354)

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this <sup>10th</sup> ~~23rd~~ day of ~~February~~ <sup>March</sup> 2017, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and Sweetwater Construction, Inc. hereinafter referred to as the "Contractor";

WITNESSETH:

WHEREAS, the Council of the City has awarded a contract to the Contractor for performing the work hereinafter described in accordance with the City's Plans and Specifications and Contractor's sealed proposal;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SCOPE OF WORK. The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for the Wharf II Critical Repairs Project. Work is to be as set out in the Plans and Specifications on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated February 7, 2017, in an amount not to exceed Three Hundred Ninety Five Thousand Five Hundred Five dollars (\$395,505.00) plus a sum of up to 15% for such contingencies as the City Manager, or his designee, deems appropriate.
2. TIME OF PERFORMANCE. The work under this contract shall commence within fourteen (14) calendar days from the effective date of the Notice to Proceed and shall be completed on or before the expiration of one hundred and twenty (120) calendar days from the effective date of the Notice to Proceed.
3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
5. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735.5 at the time the contract is awarded.
6. The Monterey City Council awarded this contract on February 21, 2017 by Resolution 17-016 C.S.
7. This Agreement shall consist of this Public Works Contract document, the attached Contract Addendum regarding Resolution of Construction Claims, and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:
 

A. Plans and Specifications	E. Non-Collusion Declaration
B. Accepted Proposal	F. Debarment and Suspension Certification
C. Performance Bond	G. Certification(s) of Good Faith Effort to Hire Local Residents
D. Payment Bond (labor and materials)	

IN WITNESS WHEREOF, said Contractor and said City have hereunto set their hands, all on the day and year first above written.

ATTEST:



By: [Signature]  
City Clerk

CITY OF MONTEREY:

By: [Signature]  
City Manager, or his designee

SWEETWATER CONSTRUCTION, INC.

By: [Signature]  
Richard Williams, President

**PUBLIC WORKS CONTRACT ADDENDUM**  
Applicable to all Public Works (non-Maintenance) Contracts After January 1, 2017

**RESOLUTION OF CONSTRUCTION CLAIMS**

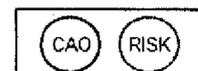
**A. Resolution of ALL Contractor Claims for Time Extension, Payment Not Expressly Provided for, and Payment of Disputed Amounts (Public Contract Code §9204).**

1. The following provisions apply to contracts entered into on or after January 1, 2017.
2. In accordance with Section 9204 of the California Public Contract Code, this Section applies to any claim by a contractor in connection with a public works project for:
  - a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under a contract for a public works project.
  - b. Payment by the City of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
  - c. Payment of an amount that is disputed by the City.
3. Upon receipt of a claim pursuant to this section:
  - a. The City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the City and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
  - b. The claim shall be in writing, include reasonable documentation to substantiate the claim as specified in subsection d below, and be accompanied by the following certification:

**"CONTRACT PROVISION REQUIRING PERSONAL CERTIFICATION OF ALL CLAIMS:**

I, \_\_\_\_\_, BEING THE \_\_\_\_\_ (MUST BE AN OFFICER) OF \_\_\_\_\_ (GENERAL Contractor), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE CITY IS LIABLE; AND, FURTHER THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 12650, ET SEQ. PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER LEGAL CONSEQUENCES."

- c. Claims must be filed on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by Contract for the filing of claims.
- d. The claim must include actual cost documentation, including hours of work performed, equipment operation costs, and labor and overhead costs, which should be established at a standard percentage. Any overhead costs listed when paid, shall provide full and complete payment for any and all overhead, including jobsite overhead, home office overhead, as well as additional costs arising from disruption, re-sequencing or acceleration. Contractor shall provide prompt notification of any disagreement in quantities of work performed along with a detailed accounting by means of a schedule update demonstrating any delays incurred.
- e. If the City needs approval from the City Council to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- f. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, paragraph 5 of this section shall apply.
4. Following City's written response:
  - a. If the claimant disputes the City's written response, or if the City fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
  - b. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the claimant sharing the associated costs equally. The City and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
  - c. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
  - d. Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall



excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

e. This section does not preclude the City from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

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

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

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

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

**B. Resolution of Construction Claims under \$375,000 for Time Extension, Payment Not Expressly Provided for, and Payment of Disputed Amounts (California Public Contract Code §20104 et seq.)**

1. In addition to the provisions of California Public Contract Code §9204 set forth in Section A above which applies to all construction claims for: a) a time extension; b) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this Contract which is not otherwise expressly provided for or the Contractor is not otherwise entitled; and c) payment of an amount that is disputed by the City, the following provisions shall also apply to said construction claims of three hundred seventy-five thousand dollars (\$375,000) or less.

2. If, following the meet and confer conference set forth in Section A.4.a. above, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Contractor submits its written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

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

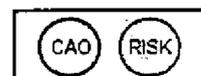
a. Responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

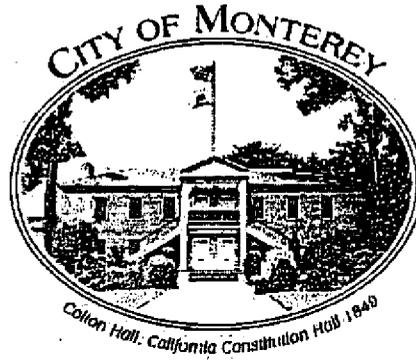
b. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

c. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure: (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

d. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in this Contract.

e. In any suit filed under Section 20104.4 of the California Public Contract Code, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.





CITY OF MONTEREY  
DEPARTMENT OF PLANS AND PUBLIC WORKS

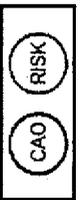
SPECIFICATIONS

FOR

**WHARF II CRITICAL REPAIRS  
(30C1354)**

FORMAL BID

This is a Capital Improvement/Neighborhood Improvement Project



APPROVED FOR CONSTRUCTION:

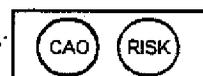
*[Signature]*  
\_\_\_\_\_  
CITY ENGINEER

DATE: 1-23-17

Master Specification Revision: 05/31/2016

Project Specification Revision: 01/23/2017

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WHARF II CRITICAL REPAIRS (30C1354)

TABLE OF CONTENTS

PART I: NOTICE TO CONTRACTORS..... 1

    SPECIFICATIONS AND BID FORMS..... 1

    NON-MANDATORY PRE-BID CONFERENCE..... 1

    PREVAILING WAGES..... 1

    BID BOND..... 2

    BID VALIDITY..... 2

    RESPONSIBLE BIDDER..... 2

    BID REJECTION..... 3

    UNBALANCED BID..... 3

    BIDDER PROTEST..... 3

    INTERPRETATION OF SPECIFICATIONS..... 3

    DEFINITIONS..... 4

PART II: PROPOSAL..... 1

    BID SCHEDULE..... 1

    BID ITEM DESCRIPTIONS..... 2

    LUMP SUM PRICE BREAKDOWN..... 3

    BID CLARIFICATION..... 3

    DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS..... 5

    ACKNOWLEDGEMENT OF ADDENDA..... 6

    BIDDER'S STATEMENT OF QUALIFICATIONS..... 7

    SUBCONTRACTOR'S LIST..... 8

    NONCOLLUSION DECLARATION..... 9

    DEBARMENT AND SUSPENSION CERTIFICATION..... 10

    LOCAL HIRING REQUIREMENT..... 11

    CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS..... 12

    BID BOND..... 14

    CERTIFICATION OF WORKERS' COMPENSATION INSURANCE..... 16

    SPECIFIED OR APPROVED EQUAL PRODUCT SUBMITTALS..... 17

PART III: GENERAL PROVISIONS..... 1

    BIDDING..... 1

    CONTRACT AWARD AND EXECUTION..... 1

    SAMPLE PUBLIC WORKS CONTRACT..... 2

    PERFORMANCE BOND..... 3

    PAYMENT (LABOR AND MATERIALS) BOND..... 4

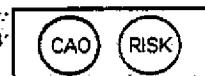
    SCOPE OF WORK..... 6

    CONTROL OF WORK..... 7

    CONTROL OF MATERIALS..... 9

    LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC..... 11

    PROSECUTION AND PROGRESS..... 16



PAYMENT ..... 17

PART IV: SPECIAL PROVISIONS ..... 1

    GENERAL ..... 1

    PLANS AND SPECIFICATIONS ..... 1

    CONTRACT BONDS ..... 1

    TIME LIMITS ..... 1

    LICENSES AND PERMITS ..... 2

    SITE INSPECTION ..... 2

    SUBMITTALS ..... 2

    CONSTRUCTION SURVEYS ..... 3

    PROTECTION OF PRIVATE PROPERTY ..... 4

    CONSTRUCTION QUALITY CONTROL ..... 4

    GUARANTEE ..... 5

    REGULATIONS ..... 5

    PUBLIC SAFETY AND PROTECTION OF THE WORK ..... 6

    INDEMNIFICATION AND HOLD HARMLESS ..... 6

    INSURANCE ..... 7

    LIQUIDATED DAMAGES ..... 9

    CONSTRUCTION PROCEDURE ..... 9

    TRAFFIC CONTROL ..... 10

    REMOVAL OF OBSTRUCTIONS ..... 12

    UNDERGROUND UTILITIES ..... 12

    UTILITY COMPANY COORDINATION ..... 12

    CONTRACT PLANS AND SPECIFICATIONS ..... 12

    DUST CONTROL ..... 13

    CONNECTION TO EXISTING UTILITIES ..... 13

    SANITARY FACILITIES ..... 13

    INSPECTION OF WORK ..... 13

    RECORD DRAWINGS ..... 13

    ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS ..... 13

    TREE PROTECTION REQUIREMENTS ..... 16

    TECHNICAL SPECIFICATIONS ..... 19

APPENDIX A ..... 1

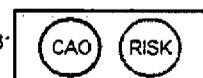
    BID PROPOSAL FORMS ..... 1

APPENDIX B ..... 1

    COASTAL DEVELOPMENT PERMIT (CDP) WAIVER 3-14-1899-W ..... 1

    WATER QUALITY CERTIFICATION NUMBER 32714WQ14 ..... 1

    U.S. ARMY CORPS OF ENGINEERS PERMIT ..... 1



**CITY OF MONTEREY  
DEPARTMENT OF PUBLIC WORKS  
MONTEREY, CALIFORNIA**

**PART I: NOTICE TO CONTRACTORS**

Sealed unbound bid proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 p.m., Tuesday, February 7, 2017, at which time they will be publicly opened and read in the City Council Chambers, for furnishing all labor, materials, tools, equipment and incidentals for the construction of **Wharf II Critical Repairs (30c1354)** in Monterey, California, in accordance with these plans and specifications.

In general, the work consists of repairing and replacing timber piles, cap beams, and connections, demolishing existing timber and asphalt structures, strengthening cap beams, and installing new stringers.

At the time of the bid opening, the successful Bidder must be legally entitled to perform contracts requiring a Class A Contractor's license. Any Bidder or contractor not so licensed shall be subject to all penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

**SPECIFICATIONS AND BID FORMS**

Specifications, including instructions to Bidders and all necessary contract documents and forms, are available on-line from the City's website located at <http://monterey.org/en-us/Business/Bids-and-RFPs>. In order to download project documents, you must register as a document (plan) holder on EBidBoard at no cost through the City web site. Potential bidders, subcontractors and suppliers are responsible for reviewing the complete bidding documents, including all addenda, prior to submitting their bid. They are also advised to check the City's web site noted above periodically and prior to submitting their bid. Submit **unbound** bid proposals (see Appendix A) in sealed envelopes clearly marked on the exterior with the project name, bid opening date and bid opening time for which the bid proposal is being submitted. When submitting a bid in a sealed envelope within another sealed envelope, such as an envelope provided by an overnight carrier, be sure to also mark the exterior of the outermost envelope or overnight carrier's envelope clearly with the project name, bid opening date and bid opening time.

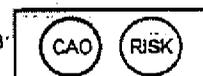
**NON-MANDATORY PRE-BID CONFERENCE**

A non-mandatory pre-bid conference is scheduled for Tuesday, January 31, 2017 at 11:00 AM on at 353 Camino El Estero, Monterey, CA 93940. This conference will allow bidders to ask questions and provide an opportunity to review and inspect project conditions.

**PREVAILING WAGES**

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, and Section 28-20(e) of the Monterey City Code, on all public works construction contracts exceeding twenty-five thousand dollars (\$25,000) and all public works contracts for alteration, demolition, repair or maintenance work exceeding fifteen thousand dollars (\$15,000). Local wage rates may be obtained from City of Monterey, Engineering Division Office, City Hall, Monterey, CA, (831-646-3921) or the Director, Department of Industrial Relations, State of California, 455 Golden Gate Avenue, San Francisco, California (415-703-4774). Any Bidder contractor awarded a public works contract that uses a craft or classification not in the general prevailing wage determinations may be required to pay the wage rate most closely related in the general determinations, effective at the time of the call for bids.

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. **See Part III of these Specifications for additional requirements.**



In accordance with the provisions of Section 1773.3 of the Labor Code, the City of Monterey shall provide notice to the Department of Industrial Relations (DIR) of the award of any public works contract subject to the requirements of Chapter 1 of the Labor Code, within five days of the award. The notice shall be transmitted electronically in a format specified by the DIR (see <https://www.dir.ca.gov/pwc100ext/>) and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the DIR specifies that aids in the administration and enforcement of this chapter.

### **BID BOND**

Cash, a certified check or cashier's check, payable to the order of the City of Monterey, or a satisfactory bid bond, in original form (no fax or photocopy shall be accepted), executed by the Bidder and an acceptable surety in an amount equal to ten percent (10%) of the bid amount shall be submitted with each bid.

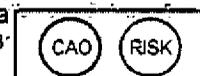
### **BID VALIDITY**

No Bidder may withdraw their bid for a period of **ninety (90) days** from the date of opening of the bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the contract. Any bid withdrawal before the expiration of such time period shall result in the forfeiture of Bidder's Bid Bond. In the event of a bid mistake resulting from a clerical error made by the Bidder, withdrawal of such bid without forfeiture of the Bid Bond may only be allowed if the criteria set forth in California Public Contracts Code Sec. 5103 are met and the procedures set forth therein are followed; any such approval by City of bidders request to withdraw bid shall be at the sole discretion of the City.

### **RESPONSIBLE BIDDER**

Responsible bidder as it pertains to this contract shall be as follows:

1. **Standards of Responsibility:** The City may reject bids on the basis of non-responsibility. A responsible bidder is one that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the contract. Factors to be considered in determining whether the standard of responsibility has been met include whether a bidder has:
  - a. The appropriate financial, material, equipment, facility, capacity (adequate workforce to complete the job in a timely fashion) and personnel resources, including all required certifications, licenses, and expertise necessary to indicate its capacity to meet all contractual requirements, including the following specific requirements:
    - i. Adequate workforce to meet multiple critical work schedules at once;
    - ii. Ability to start projects on the commencement dates set forth by the City and satisfactorily complete them within the City's stated time limits;
  - b. A satisfactory record of performance, including but not limited to any prior work performed by bidder for the City or other agency;
  - c. Evidence of bidder's ability to provide the required bonding and insurance capacity. Apparent low bidder with cash or cashier's check as bid bond is required to submit a pre-qualification letter from an acceptable surety or cashier's check as performance bond within fourteen (14) calendar days of the bid opening;
  - d. A satisfactory record of integrity, diligence, and professionalism in the specific contract work;
  - e. The legal qualifications to contract with the City; and
  - f. Supplied all information requested by the City in connection with the inquiry concerning responsibility.
2. **Information Pertaining to Responsibility.** The prospective contractor shall supply any information requested by the City concerning the responsibility of such contractor, including the qualification



records of contractor's employees and proposed subcontractors. If the prospective contractor fails to supply the requested information, the City shall base the determination of responsibility in award of the Contract upon any available information, or may find the prospective contractor non-responsible on the basis of its failure to provide the requested information to the City.

3. The City's Duty Concerning Responsibility. Before awarding a contract, the City must be satisfied that the prospective contractor is responsible. The City may use the information provided by prospective contractor as well as information obtained from other legitimate sources, including City staff's own experience with the prospective contractor and prospective contractor's employees.
4. Written Determination of Non-responsibility Requirements. If a bidder or offeror who otherwise would have been awarded the Contract is found non-responsible, a written determination of non-responsibility setting forth the basis determination shall be prepared by the City and sent to the non-responsible bidder or offeror. The bidder or offeror shall have an opportunity to appeal the City's determination on non-responsibility.

### **BID REJECTION**

The City reserves the right to reject any or all bids as the best interests of the City may dictate and, to the extent permitted by law, waive any irregularity in any bid. If there is any reason for believing that collusion exists among the bidders, the City may reject any or all bids.

### **UNBALANCED BID**

Bids which are obviously unbalanced may be rejected. For the purposes of this section, an unbalanced bid is one that (a) has unit prices based on nominal prices for some items of work and enhanced unit prices for other items of work, and (b) the amount and manner in which the unit prices are distributed is not reflective of the true cost to perform the work. Any unbalanced bid may be rejected by the City whether or not the result of the unbalanced bid increases the cost of the project to the City.

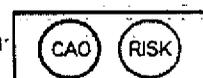
### **BIDDER PROTEST**

All bid protests shall follow the procedures set forth in Monterey City Code §28-26 et seq., and the City's Purchasing Manual, both of which are available on-line on the City's website located at <http://monterey.org>. Payment of a bid protest filing fee in the amount set forth in the City Code and Purchasing Manual shall be prerequisite to the filing of any such protest.

### **INTERPRETATION OF SPECIFICATIONS**

Should a Bidder be in doubt as to the true meaning of any item in the Plans or Specifications or should Bidder discover items containing discrepancies or omissions, the Engineer shall be immediately notified. All requests for interpretations must be submitted ninety-six (96) hours before bid opening. All questions must be directed to the Project Manager Norman Green, P.E., Associate Engineering Surveyor, by emailing [engineering-admin@monterey.org](mailto:engineering-admin@monterey.org). The project name must be referenced in all communication.

If found necessary, interpretation or correction will be made by written addendum, a copy of which will be sent to each plan holder. Such addenda are to be considered as part of the contract documents, and the Bidder shall acknowledge this condition by listing each addendum by number in his bid proposal. The Engineer shall not be held responsible for any oral interpretations or instructions. No addenda can be issued less than forty-eight (48) hours before bid opening without an accompanying bid time extension. The Engineer reserves the right to make decisions on extending the bid period.



**DEFINITIONS**

For the purposes of this document, the following definitions shall apply:

- CITY:** The term City refers to and indicates the City of Monterey, Monterey County, State of California.
- ENGINEER OR CITY ENGINEER:** The term Engineer or City Engineer refers to and indicates the Public Works Director of the City of Monterey or his duly authorized representative.
- BIDDER:** Party submitting a bid for consideration by the City of Monterey.
- CONTRACTOR:** The term Contractor refers to and indicates the party or parties contracting to perform the work to be done in pursuance of this contract and specifications.
- COUNCIL OR CITY COUNCIL:** The City Council of the City of Monterey.
- PLANS:** The project plans referred to herein.
- SPECIAL PROVISIONS:** Part IV of these Specifications.
- SPECIFICATIONS:** This document, in its entirety.
- STANDARD SPECIFICATIONS:** Specifications entitled "State of California, Department of Transportation, Standard Specifications" of latest publication on file in the office of the City Clerk of the City of Monterey.
- STANDARD PLANS:** Plans entitled "State of California, Department of Transportation, Standard Plans" of latest publication.
- ADA:** Americans with Disabilities Act of 1990, Titles II and III, revised September 15, 2013.
- CBC:** California Building Codes, latest edition as adopted by the City of Monterey.
- IBC:** International Building Codes, latest edition.



**WHARF II CRITICAL REPAIRS (30C1354)**

**CITY OF MONTEREY**

**PART II: PROPOSAL**

To the Honorable City Council  
City of Monterey  
City Hall  
Monterey, California

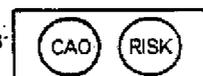
The undersigned declares to have carefully examined the location of the proposed work, that the Plans and Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

**BID SCHEDULE**

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Storm Water Compliance	1	LS		
3	New Timber Piles	7	EA		
4	Pile Sleeves	2	EA		
5	Pile Friction Collars	6	EA		
6	Pile Wrap Repairs	1	EA		
7	Cap Splice Repair	1	EA		
8	Sandbar & Grill Connection Repair	8	EA		
9	Subcap Repair	4	EA		
10	All Other Contractor Repairs Shown on Drawings	1	LS		
<b>TOTAL BASE BID (ITEMS 1 THROUGH 10) (In Words)</b> <hr/> <hr/>					<b>(In Figures)</b> <b>\$</b>

**BASIS OF AWARD**

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Total Base Bid (Items 1 through 10).



## BID ITEM DESCRIPTIONS

This section covers details of individual items of the Bid Schedule to insure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

### 1. Mobilization and Demobilization

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded. The work shall include, but not be limited to, preparatory and cleanup work necessary for performance of the work in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Engineer. This item also includes the movement of construction personnel, equipment, supplies and incidentals to and from the project site, and all other work and operations, which must be incurred prior to the beginning of and after the end of construction work. This item shall also include obtaining bonds, insurance policies, licenses, and permits required by the contract documents, project meetings, coordination and all related administrative costs for this Project. Partial payment of this bid item shall be based on percent of this item completed and shall be contingent upon the Contractor's furnishing and the City's acceptance of: 1) the schedule of values, 2) the construction schedule, 3) Traffic Control Plans, 4) Quality Control Plan, 5) all submittals and shop drawings, 6) electrician certifications, 7) subcontractor's Certificate of Good Faith Effort to hire local, and 8) fringe benefit summary statement. Also included in this bid item is maintaining the project site, regular cleanup and final cleanup, temporary fencing and staging area, if any.

### 2. Storm Water Compliance

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for the implementation of the requirements under "Environmental/Pollution Prevention Requirements" of these Specifications and as directed by the Engineer. This work also includes compliance with all applicable rules, regulations, ordinances and statutes. Also included is providing and installing BMPs, proper maintenance and inspection of all BMPs installed for the project, removal of BMPs, and clean up and proper disposal of any environmental pollutants due to construction related activities.

### 3. New Timber Piles

Measurement and payment for this item shall be on a per each (EA) basis. New timber piles consists of providing the labor, equipment, and materials to open up the existing timber deck, remove the existing timber piles, dispose of demolished materials, install a new timber pile, and rebuild the deck where opened. Any temporary shoring required, removal and replacement of existing caps, stringers, decking, and asphalt shall be included in this item. All items removed and extracted as a result of this work shall be disposed in a legal manner to an acceptable dump site. In addition, a single lane of traffic over the entire wharf must be maintained throughout all work and necessary cones and traffic controls to maintain safe access for vehicles provided.

### 4. Pile Sleeves

Measurement and payment for this item shall be on a per each (EA) basis. Pile sleeves consists of providing the labor, equipment, and materials to clean the existing pile, install the fiberglass sleeve over the pile, and grout the annulus between the pile and sleeve. Any temporary access or staging required shall be included in this item.

### 5. Pile Friction Collars

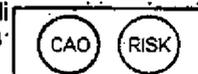
Measurement and payment for this item shall be on a per each (EA) basis. Pile friction collars consists of providing the labor, equipment, and materials to install the collars around the existing piles. Any temporary access or staging required shall be included in this item.

### 6. Pile Wrap Repairs

Measurement and payment for this item shall be on a per each (EA) basis. Pile wrap repairs consists of providing the labor, equipment, and materials to remove the damaged existing wrap, clean the pile, and install and secure a new wrap around the pile.

### 7. Cap Splice Repair

Measurement and payment for this item shall be on a per each (EA) basis. Cap splice repair consists of providing the labor, equipment and materials to provide temporary shoring beneath the caps, remove and dispose of the existing splice, and install the new splice. All items removed and extracted as a result of this work shall be disposed in a legal manner to an acceptable dump site.



acceptable dump site. Any temporary access or staging required shall be included in this item.

#### 8. Sandbar & Grill Connection Repair

Measurement and payment for this item shall be on a per each (EA) basis. The Sandbar & Grill connection repair consists of installing steel channels, bolts, and shims to strengthen the existing cap beam connection. Any temporary access or staging required shall be included in this item.

#### 9. Subcap Repair

Measurement and payment for this item shall be on a per each (EA) basis. Subcap repair consists of installing steel channels, bolts, and blocking to strengthen the connection between existing cap beams and piles. This item shall include any temporary shoring required, demolition and disposal of any necessary elements, and all temporary access or staging required. All items removed and extracted as a result of this work shall be disposed in a legal manner to an acceptable dump site.

#### 10. All Other Contractor Repairs Shown on Drawings

Measurement and payment for this item shall be on a lump sum (LS) basis. All other contractor repairs shown on the drawings consists of providing the labor, equipment, and materials to perform contractor specified repairs shown on the drawings but not described above.

### ANCILLARY ITEMS

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefor.

### LUMP SUM PRICE BREAKDOWN

Immediately after award of the contract, the contractor shall submit a cost breakdown list to the Engineer for all Lump Sum Bid items. The list shall consist of major elements of work that make up the item and shall be used for determining progress pay estimates.

### BID CLARIFICATION

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsive responsible Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract.

For responsible bidder as it pertains to this contract, see Part I, Responsible Bidder.

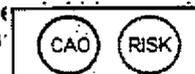
Unit and lump sum prices shall be for items in place, as shown on the Plans, including all labor, materials, equipment, taxes, and incidentals necessary for a complete job.

Whenever unit prices are required and there is an incorrect extension thereof, the unit price correctly extended shall prevail and the total bid shall be corrected to reflect the correct extension. If a bid item amount is zero, enter zero. If a bid item is included elsewhere, enter "included". Do not enter "N/A" into the Bid Schedule.

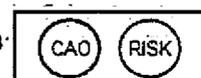
The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the City of Monterey does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work by twenty-five percent (25%) or to omit portions of the work as may be deemed necessary by the Engineer.

Bidders may withdraw or revise their bid personally, or upon a written or telegraphic request, or by FAX (the City's FAX number is 646-3702), at any time prior to the hour set for the opening of bids, but not thereafter; however, the City shall not accept faxed copies of bid bonds, affidavits or any other documents where an original document or signature is required by these Specifications. Bids may not be withdrawn for the time period specified in BID VALIDITY of Part I.

The Noncollusion Declaration included in this document shall be executed and submitted with each bid. The Local Hire Certification included in this document shall be executed and submitted with each bid.



following cases: 1) Informal bids (i.e., under \$100,000); 2) whenever a state or federal law or regulation applicable to a particular contract prohibits the provision of a local hire requirement; or 3) whenever the City, in accordance with the requirements of the City Code or state law, determines that the contract is necessary to respond to an emergency which endangers the public health, safety, or welfare; or 4) whenever the City determines that a suitable pool of persons providing specialized skills does not exist locally for a specific public works project.



**DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS**

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No. : \_\_\_\_\_, Class: \_\_\_\_\_, Expiration date: \_\_\_\_\_.

In accordance with California Labor Code (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: \_\_\_\_\_.

**ALL OF THE INFORMATION CONTAINED IN THIS BID PROPOSAL IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OF PERJURY IN**

\_\_\_\_\_ COUNTY, CALIFORNIA, ON \_\_\_\_\_, 201\_\_\_\_\_.

Name of Firm: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

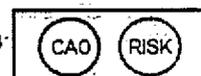
Email: \_\_\_\_\_

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

**FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE**

\_\_\_\_\_  
Signature

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



**ACKNOWLEDGEMENT OF ADDENDA**

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

**ADDENDA (Please acknowledge with initials)**

**DATE RECEIVED**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_

\_\_\_\_\_

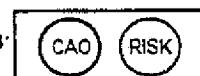
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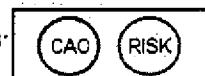
\_\_\_\_\_



**BIDDER'S STATEMENT OF QUALIFICATIONS**

The Bidder shall list below a minimum of three (3) jobs of a similar nature recently completed by Bidder's organization:

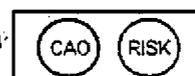
Project Name	Owner Name	Address	Telephone Number/Email	Contact Name



**SUBCONTRACTOR'S LIST**

The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion of Work



**NONCOLLUSION DECLARATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

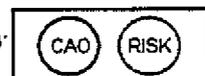
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ [city], \_\_\_\_\_ County, California.

\_\_\_\_\_  
Signature

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



**DEBARMENT AND SUSPENSION CERTIFICATION**

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment or disqualification pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

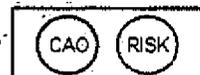
Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this

\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ [city], \_\_\_\_\_ County, California.

\_\_\_\_\_  
Signature

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



**LOCAL HIRING REQUIREMENT**

All Contractors who submit bids, or proposals, to construct or provide work on any City of Monterey Public Works project, or for any other Public Works construction, or improvement, on City property must comply with Monterey City Code Article 2 of Chapter 28, which sets forth the requirements regarding the Local Hiring Requirement for Public Works Projects. A copy of Monterey's Local Hiring Requirement Ordinance is available at the City Clerk's Office; Bidders are responsible for familiarizing themselves with the contents thereof before signing the certifications required below.

Among other requirements, this ordinance requires the Contractor to promise to make a good-faith effort to hire qualified individuals who are residents of the Monterey Bay Area (Monterey, Santa Cruz and San Benito Counties), in sufficient numbers so that no less than fifty percent (50%) of the Contractor's total construction work force, including subcontractor work force, measured in labor work hours, is comprised of Monterey Bay area residents. This same requirement applies to all subcontractors.

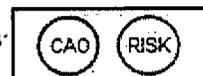
Every Bidder must complete and sign under penalty of perjury a Certification of Good-Faith effort to Hire Monterey Bay Area Residents, on the form provided, and submit said Certification with the sealed bid no later than the date and time of the bid opening. Bidder shall attach to the Certification documentary evidence supporting Bidder's promise to meet, or to make a good-faith effort to meet, the local hiring goal.

Contractor shall include in each and every subcontract relating to the project the requirement that the subcontractor promises to make a good faith effort to hire qualified individuals who are residents of the Monterey Bay Area. Contractor shall be responsible for subcontractor's compliance.

Prior to submitting bids, Bidders shall ensure that any and all subcontractors listed in their bids are not disqualified at that time pursuant to Section 28-78 of the City ordinance referenced above. Prospective contractors may consult the list, available from the City Clerk, of contractors and subcontractors, if any, who are currently disqualified.

The local hiring requirement shall not apply under the following circumstances:

- (a) Informal Bids, or
- (b) Whenever a state or federal law or regulation applicable to a particular contract prohibits the provision of a local hire requirement; or
- (c) Whenever the City, in accordance with the requirements of the Code or state law, determines that the contract is necessary to respond to an emergency which endangers the public health, safety, or welfare; or
- (d) Whenever the City determines that a suitable pool of persons providing specialized skills does not exist locally for a specific public works project. An example would be marine-related pile drivers.

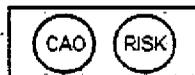


**CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS**  
**(Prime Contractor – To be Submitted with Bid)**

I, \_\_\_\_\_, a licensed contractor, or responsible managing officer, of the company known as \_\_\_\_\_, do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the company on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

\_\_\_\_\_  
Signature

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



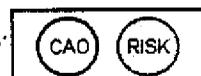
**CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS**  
**(Subcontractor – To be Completed by Subcontractor After Bid is Awarded)**

I, \_\_\_\_\_, a licensed contractor, or responsible managing officer, of the company known as \_\_\_\_\_, do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the contractor on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date



**BID BOND**  
**(To be Submitted with Bid)**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_, as Surety and \_\_\_\_\_, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto the City of Monterey ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: WHARF II CRITICAL REPAIRS (30c1354)

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

**[CONTINUED NEXT PAGE]**

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by their duly authorized agents or representatives.

\_\_\_\_\_  
(Bidder/Principal Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_

(Attach Notary Public Acknowledgement of Principal's Signature)

\_\_\_\_\_  
(Surety Name)

By: \_\_\_\_\_  
(Signature of Attorney-In-Fact for Surety)

\_\_\_\_\_  
(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)

**Contact name, address, telephone number and email address for notices to the Surety**

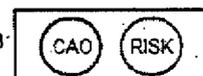
\_\_\_\_\_  
(Contact Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State & Zip Code)

( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
Telephone Fax

\_\_\_\_\_  
(Email address)



**CERTIFICATION OF WORKERS' COMPENSATION INSURANCE**

I, \_\_\_\_\_ the \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_, declare, state and certify that:  
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

2. I am aware that the provisions of California Labor Code §3700 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 this Contract.

\_\_\_\_\_  
(Contractor Name)

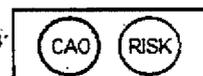
By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_

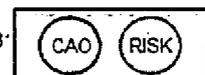
**SPECIFIED OR APPROVED EQUAL PRODUCT SUBMITTALS**

In certain instances, product submittals for Bidder proposed "Approved Equal" products must be submitted with their bid. In these instances, those products are listed below. Indicate the product for which the bid is based on by placing a checkmark by the product specified or the proposed "approved equal". If proposing with an "approved equal" product, provide the information on the spaces under the specified product. See Special Provisions for additional information relating to those products listed:

<input checked="" type="checkbox"/>	Product	Model Number	Manufacturer
<input type="checkbox"/>	Trowel Mortar	FX-763	Fox
<input type="checkbox"/>	Repair Sleeve	FX-70	Fox
<input type="checkbox"/>	Underwater Grout	FX-225	Fox
<input type="checkbox"/>	TC Enviroshield	Series T with TC Envirotape inner wrap	Tapecoat
<input type="checkbox"/>	Trowel Grade Epoxy	FX-763	Fox
<input type="checkbox"/>	Spray Polyurea Marine Grade Coating	MFI SL08	Marine Fenders International
<input type="checkbox"/>	Coating	Cold Galvanizing Compound	ZRC



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**PART III: GENERAL PROVISIONS**  
**FORMAL BID (\$100,000 and over)**

**BIDDING**

**JOB SITE AND DOCUMENT EXAMINATION**

The bidder is required to thoroughly examine the job site, Plans and Specifications including Contract Form (See Part III, Page 2) for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the requirements of the plans and specifications, including the contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

**BID DOCUMENT COMPLETION**

Proposals to receive consideration shall be made in accordance with the following instructions:

1. The proposal shall be made upon the form provided therefor with all items filled out (Appendix A of these specifications). The completed form must be without interlineations, alterations, or erasures. All submitted documents must be in original form (no photocopies or faxes).
2. Each bid shall be accompanied by cash, a cashier's check, a certified check, or a bidder's bond executed by the bidder and an acceptable surety in original form, or any negotiable instruments in original form that are not cancelable amounting to ten percent (10%) of the bid, payable to the City of Monterey. The amount so posted shall be forfeited to the municipality if the bidder does not, within fifteen (15) calendar days after written notice that the contract has been awarded to said bidder, enter into a contract with the municipality for the work.

The City shall have the right to hold all bid bonds until award of the contract. However, the Finance Director may order the return of all bid bonds except that of the two (2) lowest bidders prior to the award.

**CONTRACT AWARD AND EXECUTION**

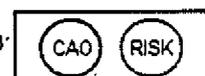
**CONTRACT AWARD**

The contract shall be awarded, if an award is made, to the lowest responsive responsible bidder as defined in Part II, Bid Clarification, of these specifications, within ninety (90) calendar days from the date bids are publicly opened, examined and declared unless a different bid validity period is specified in Part I, Bid Validity. If the award is not made within the specified period, then all of the bids submitted shall be deemed to have been rejected by the legislative body.

**CONTRACT EXECUTION**

A contract shall not be deemed to have been made between the Contractor and the City of Monterey until all of the following steps have been completed:

1. Award of the contract by the City Council,
2. Within fifteen (15) calendar days after written notice that a contract has been awarded to him (Notice of Award), the Contractor shall submit two (2) signed original contracts, required bonds or alternative security, evidence of insurance that conforms to the contract, and City of Monterey Business License or evidence of application for said license.
3. Upon approval of the foregoing documents, the City will execute the contract and return an original to the Contractor.



**SAMPLE PUBLIC WORKS CONTRACT (Formal Bid)**

**WHARF II CRITICAL REPAIRS Project (30C1354)**

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this \_\_\_ day of \_\_\_\_\_ 201\_\_\_, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and [INSERT CONTRACTOR NAME] hereinafter referred to as the "Contractor";

**WITNESSETH:**

WHEREAS, the Council of the City has awarded a contract to the Contractor for performing the work hereinafter described in accordance with the City's *[Plans and]* Specifications and Contractor's sealed proposal;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

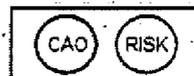
1. **SCOPE OF WORK.** The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for CITY OF MONTEREY WHARF II CRITICAL REPAIRS. Work is to be as set out in the *[Plans and]* Specifications on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated *[ Insert Month Day, Year ]*, in an amount not to exceed *[ insert amount in words ]* dollars (\$###.###.00) plus a sum of up to *[ 10% ]* for such contingencies as the City Manager, or his designee, deems appropriate.
2. **TIME OF PERFORMANCE.** The work under this contract shall commence within *[ fourteen (14) ]* calendar days from the effective date of the Notice to Proceed and shall be completed on or before the expiration of *[ insert no. of construction days (##) ]* calendar days from the effective date of the Notice to Proceed.
3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
5. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735.5 at the time the contract is awarded.
6. The Monterey City Council awarded this contract on *[ Month Day, Year ]* by Resolution *[ ##-### ]* C.S.
7. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:
 

A. <i>[Plans and]</i> Specifications	E. Non-Collusion Declaration
B. Accepted Proposal	F. Debarment and Suspension Certification
C. Performance Bond	G. Certification(s) of Good Faith Effort to Hire
D. Payment Bond (Labor and Materials)	Local Residents <i>[Delete if project is federally funded]</i>

IN WITNESS WHEREOF, said Contractor and said City have hereunto set their hands, all on the day and year first above written.

ATTEST: CITY OF MONTEREY: [ INSERT CONTRACTOR NAME ]:

By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_  
City Clerk City Manager, or his designee [ Insert Name, Title ]



**PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

PREMIUM: \_\_\_\_\_

WHEREAS, The \_\_\_\_\_, (hereinafter designated as "Obligee") and \_\_\_\_\_ (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, and identified as project \_\_\_\_\_ is hereby referred to and made a part hereof; and

WHEREAS, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, We, the principal and \_\_\_\_\_ as surety, are held and firmly bound unto the hereinafter called "The Obligee," in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

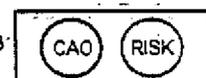
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specification accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on

By \_\_\_\_\_  
PRINCIPAL

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

By: \_\_\_\_\_  
ATTORNEY-IN-FACT



**PAYMENT (LABOR AND MATERIALS) BOND**

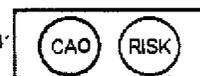
BOND NO.: \_\_\_\_\_

KNOW ALL MEN/WOMEN BY THESE PRESENT that we, \_\_\_\_\_ as Principal (also referred to herein as "CONTRACTOR"), and \_\_\_\_\_ as Surety, are held and firmly bound unto City of Monterey, hereinafter called "OWNER," in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed Contract with the City of Monterey for the [NAME OF PROJECT], in accordance with OWNER's Call for Bids documents and Principal's Bid Dated \_\_\_\_\_, and to which reference is hereby made for all particulars, and is required by said City of Monterey to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said CONTRACTOR, its Subcontractors, its heirs, executors, administrators, successors, or assigns, shall fail to pay (a) for any materials, provisions, equipment, or other supplies used in, upon, for or about the performance of the WORK contracted to be done under the Contract, or (b) for any work or labor thereon of any kind contracted to be done under the Contract, or (c) for amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (d) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to such work and labor, in each case, as required by the provisions of Sections 9550-9566 inclusive, of the Civil Code of the State of California and acts amendatory thereof, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies, corporations or other entities so furnishing said materials, provisions, provender, equipment, or other supplies, appliances, or power used in, upon, for, or about performance of the Work contracted to be executed or performed, or any person, company, corporation or entity renting or hiring implements or machinery or power for or contributing to said Work to be done, or any person who performs work or labor upon the same, or any person, company, corporation or entity who supplies both work and materials therefor, shall have complied with the provisions of said laws, then said Surety will pay in full the same in an amount not exceeding the sum hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, as shall be fixed by the Court. This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said CONTRACTOR or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said CONTRACTOR or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.



IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Principal

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

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

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

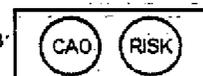
(\_\_\_\_\_) \_\_\_\_\_  
Telephone Number

(\_\_\_\_\_) \_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Email Address

**NOTARIAL CERTIFICATE OF ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.**



**SCOPE OF WORK**

**INTENT**

The work to be done consists of furnishing all labor, materials, methods and processes, implements, tools, equipment, incidentals and machinery except as otherwise specified, which are necessary and required to complete the contract in a satisfactory and workmanlike manner.

The intent of the plans and specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the contract. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the best quality are to be used.

**CHANGES AND EXTRA WORK**

Changes and extra work shall be in accordance with Section 4-1.05, Changes and Extra Work, of the Standard Specifications.

The Engineer reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any items or portion of the work, as may be deemed by the Engineer to be necessary or advisable, and to require such extra work as may be determined by the Engineer to be necessary for the proper completion or construction of the whole work contemplated.

When special conditions arise, such as mitigation of unforeseen conditions or additional work, the work shall be negotiated as "extra work" in accordance with the Standard Specifications. Approved Change Orders shall describe the changes or extra work, contract time adjustments and payment basis for such work as applicable. Change Orders are valid contract amendments when approved and signed by the City and Contractor. All changes and extra work must be negotiated and approved before the work is performed.

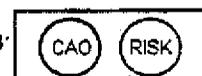
The City may require the Contractor to work outside approved construction hours noted in Part IV, Construction Procedure. For work done during these times, when required by the City, payment to the Contractor may be adjusted per General Prevailing Wage Rate provisions.

**CLEANUP**

All work sites shall be kept as clear of equipment, material and waste material as is practicable at all times. The City of Monterey and/or government Representative shall make the determination that this requirement is being complied with.

If the City is required to provide cleanup of the work sites due to failure of the Contractor to so provide, or in case of emergency, the City shall charge the Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

Upon completion and before making application for acceptance of the work, the Contractor shall clean the street and/or other areas of work, and all ground occupied by him in connection with the work, of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall be left in a neat and presentable condition.



**CONTROL OF WORK**

**CONTRACT COMPONENTS**

These specifications, the plans and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all; they are intended to be cooperative, to describe, and to provide for a complete job.

Shop drawings required by the plans, specifications or the Engineer shall be furnished by the Contractor and approved by the Engineer before any work relating to the shop drawings is performed unless approval is waived in writing by the Engineer.

It is mutually agreed that shop drawing approval by the Engineer does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of the shop drawings with the approved plans, specifications and site conditions.

Submittal review and approval by the Engineer does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications.

All authorized alterations affecting the requirements and information given on the approved plans and specifications shall be in writing. No changes shall be made on any plan, specification or drawing after the same has been approved by the Engineer, except by direction of the Engineer.

In the event of discrepancy, written dimensions shall take precedence over scaled dimensions.

**ENGINEER'S AUTHORITY**

The Engineer shall respond to any and all inquiries as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all inquiries as to the interpretation of the plans and specifications; all inquiries as to the acceptable fulfillment of the contract on the part of the Contractor; and all inquiries as to claims and compensation. The Engineer's response shall be final and the Engineer shall have executive authority to enforce and make effective such responses.

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the plans and specifications, the Contractor shall submit a written Request for Information (RFI) to the Engineer. Responses to RFI's shall be in writing and deemed part of the contract documents. Contractor shall comply with response explanation or interpretation so far as may be consistent with the intent of the plans, specifications and amendments thereto.

In the event of doubt or question relative to the true meaning of the plans and specifications, reference shall be made to the City Manager, or his designee, whose decision thereon shall be final.

**ASSIGNMENT**

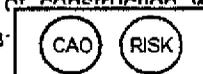
The contract may be assigned only upon the written consent of the City Council.

**SUBCONTRACTING**

Any Proposed substitution of subcontractors must comply with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code §4100, et seq.

The Contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control.

Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be



considered as employees of the Contractor, and their work shall be subject to the provisions of the contract, plans and specifications.

Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Engineer, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the work.

#### REPRESENTATIVE

The Contractor shall assign a representative per Section 5-1.16, Representative, of the Standard Specifications and submit contact information (name, telephone number) to the City of Monterey Engineering Division. If the after-hours representative is different than the on-site representative, provide contact information for both.

The Contractor shall be constantly on the work during its progress or shall be represented by a foreman who is competent to receive and carry out instructions which may be given by the proper authorities, and the Contractor shall be held liable for the faithful observance of any lawful instructions of the Engineer not in conflict with the contract, and which may be delivered to the Contractor, contractor's superintendent, foreman, or other representatives on the work. If the Contractor believes the Engineer's instructions are in conflict with the contract, the Contractor shall immediately bring it to the attention of the Engineer in writing.

The Contractor shall provide and maintain an office in the City of Monterey near the site of the work and shall allot such space to the Engineer or his representative as is required for proper keeping of records and plans of work, if required by the plans or specifications.

#### EQUIPMENT

While certain sections of these specifications may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged.

The Contractor may request, in writing, permission from the Engineer to use equipment of a different size or type in place of the equipment specified.

The Engineer, before considering or granting such request, may require the Contractor to furnish, at Contractor's expense, evidence satisfactory to the Engineer that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified.

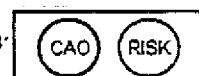
#### PROPERTY AND FACILITY PRESERVATION

Attention is directed to Section 5-1.36, Property and Facility Preservation, Section 7-1.05, Indemnification and Section 7-1.06, Insurance, of the Standard Specifications. Due care shall be exercised to avoid injury to existing street improvements or facilities, utility facilities, adjacent property, roadside trees and shrubbery that are not to be removed.

The Contractor shall be held responsible for any damages to existing streets, highways, roads, driveways, sidewalks, curbs, gutters, utilities, other public facilities or private property caused by Contractor's operations. Where the work calls for cutting into or disturbing existing materials, the Contractor shall patch or repair the existing area to a neat, finished product. This shall include touch up or repair of the existing which was disturbed, and repair to the same structural capacity as the existing facility or better.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property, shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

#### POTENTIAL CLAIMS AND DISPUTE RESOLUTION



Potential claims and dispute resolution shall be in accordance with Section 5-1.43, Potential Claims and Dispute Resolution, of the Standard Specifications.

### CONTRACTOR'S RESPONSIBILITY FOR WORK

All work which is defective in its construction or deficient in any of the requirements of the plans and specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked or approved by the Engineer and accepted or estimated for payment.

All work done beyond the lines and grades shown on plans or established by the Engineer, or any extra work done without written authority, will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed. The cost of removing, replacing, or repairing said defective or unauthorized work may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

Until the formal acceptance of the work by the City (as constituted by the filing of the Notice of Completion), the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by the acts of the federal government or the public enemy.

Should the City elect to occupy a project before acceptance, the City will issue a Notice of Substantial Completion designating those portions of the work that will be occupied or utilized. Contractor shall be relieved from maintenance and from the responsibility of injury and damage to this work. However, any guarantees will not begin until acceptance of the entire project, and the Contractor shall retain responsibility for making good defective work or materials.

### EMPLOYEES

All workmanship shall be fully up to the highest standard of modern construction and practice. The employment of labor shall comply with the prevailing local labor conditions and the Contractor shall employ only competent, careful, orderly persons upon the work. If at any time it shall appear to the Engineer that any person employed upon the work is incompetent, careless, reckless, or disorderly, or disobeys or evades orders and instructions, such person shall be immediately discharged and not again employed upon the work.

### CONTROL OF MATERIALS

#### GENERAL

The Contractor shall furnish without charge such samples of materials and tests of materials as are required by the plans, specifications or the Engineer. No material shall be used until it has been approved by the Engineer.

All tests of materials ordered by the Engineer and made by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods of tests as are prescribed in

the plans and specifications.

All materials not conforming to the requirements of the plans and specifications shall be considered defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approved in writing by the Engineer.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to remove and replace defective material. The cost of removing, replacing or repairing said defective or unauthorized material may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and his catalog information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, provided that the burden of proof as to the quality and suitability of alternatives shall be upon the Contractor who shall furnish, at the contractor's expense, all information necessary as required by the Engineer. The Engineer shall be the sole judge as to the quality and suitability of alternative articles or materials and that decision shall be final.

#### MATERIAL SOURCE

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination by the Engineer.

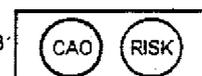
#### QUALITY

Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under the plans and specifications shall be in accordance with the latest requirements of the State of California, Department of Transportation, Office of Materials Engineering and Testing Services. Sampling and testing of materials not covered by CalTrans specifications and not otherwise provided for, shall be in accordance with the latest Test Methods and Standards of the American Society for Testing and Materials (ASTM).

#### GUARANTEE

All materials supplied and all work done under this contract shall be guaranteed by the Contractor for a period of one (1) year from the date of formal acceptance by the City of Monterey. Upon receipt of notice from the Engineer of failure of any part of the guaranteed materials during the guarantee period, the affected parts shall be replaced promptly and at the expense of the Contractor.

The Contractor shall maintain the performance bond (See Part IV, Contract Bonds) in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said performance bond for a similar bond in the amount of twenty (20) percent of the total contract amount including adjustments or the original performance bond, whichever is greater.



**LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

**LAWS**

The Contractor shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Monterey which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

All work shall comply in every respect with all the governing laws, regulations, and ordinances of the City of Monterey, which shall be considered for the purpose of contract to which the plans and specifications refer, a part thereof. The Contractor shall give to the proper authorities all necessary notices relative to the work, and shall obtain and pay for all such permits, licenses, notices, inspections, or tests required as part of the contract price. All permits issued by the City for work done under this contract shall be issued at no charge.

All bidders and contractors shall be licensed in accordance with the laws of this State, specifically the provisions the Business and Professions Code, Division 3, Chapter 9. Any bidder or contractor not so licensed is subject to the penalties imposed by such laws. In accordance with the requirements in Public Contract Code Section 10164, in all contracts where Federal funds are involved, the Contractor shall be properly licensed at the time the Contract is awarded.

**NONDISCRIMINATION**

The Contractor shall comply with Section 1735 of the Labor Code, which reads as follows:

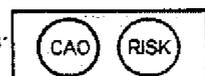
"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the contract.

**LABOR CODE**

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

An inadvertent error in listing a subcontractor that is not registered shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any one of Section 1771.(c)(1)-(3) applies. Failure of a listed subcontractor to be registered shall be grounds for the contractor to substitute a registered subcontractor for the unregistered subcontractor. The City shall not accept any bid, nor shall the City or bidder enter any contract or subcontract, without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5 of the Labor Code. The prime contractor shall post job site notices, as required by Section 1771.4(a) (2) of the Labor Code and regulations. The prime contractor shall submit records to the Labor Commissioner, as required by Sections 1771.4(a) (3), 1771.4(c) (2), and 1776 of the Labor Code.



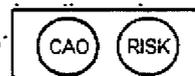
WAGES

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, and Section 28-20(e) of the Monterey City Code, on all public works construction contracts exceeding twenty-five thousand dollars (\$25,000) and all public works contracts for alteration, demolition, repair or maintenance work exceeding fifteen thousand dollars (\$15,000).

The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State or political subdivision on whose behalf a contract is awarded a penalty of not more than two hundred dollars (\$200), or such other amount as may be amended from time to time by the Department of Industrial Relations, for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the Work or craft in which the worker is employed for any public (City) Work done under the contract by the Contractor or by any subcontractor under the Contractor in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works (City) project is not paid the general prevailing per diem wages by the subcontractor, the prime contractor of the project is not liable for the penalties described above unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

1. The contract executed between the contractor and the subcontractor for the performance of Work on the public works (City) project shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.
2. The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for Work performed on the public works (City) project.
4. Prior to making final payment to the subcontractor for Work performed on the public works (City) project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works (City) project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works (City) project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works (City) project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the City did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the contractor shall withhold an amount of moneys



sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works (City) project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the City. These moneys shall be retained by the City pending the final decision of an enforcement action.

Pursuant to the requirements in Section 1773 of the Labor Code, the City has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the Work to be done, for straight time, overtime, Saturday, Sunday and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The general prevailing wage rates and any applicable changes to these wage rates are available at the City of Monterey, Engineering Division Office, City Hall, Monterey, CA, (831-646-3921). General prevailing wage rates are also available from the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov>.

The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for Work performed after this date has been determined. If Work is to extend past this date, the new rate shall be paid and incorporated in the contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes. Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the Work.

Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least ten (10) days prior to the date of the Notice Inviting Bids for the project.

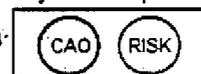
The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the City on the contract. The Contractor shall make travel and subsistence payments to each workman, needed to execute the Work, in conformance with the requirements in Labor Code Section 1773.8.

#### CERTIFIED PAYROLL RECORDS

The Contractor shall conform to the requirements in Labor Code Section 1776 concerning payroll records. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations. The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the contract.

#### APPRENTICES

The Contractor and subcontractors shall comply with the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio



thereunder, the Contractor and each subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of Work on the contract. Responsibility for compliance with this section lies with the Contractor. It is State and City policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

### WORKING HOURS

Eight hours labor constitutes a legal day's Work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, twenty five dollars (\$25) or such other amount as may be amended by the Department of Industrial Relations from time to time for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

### OCCUPATIONAL SAFETY AND HEALTH STANDARDS

The Contractor shall conform to all local, state and federal rules and regulations pertaining to safety. Furnished equipment, material and services shall comply with all OSHA Standards and regulations and all applicable governmental laws and orders. The Contractor shall post an OSHA poster in a conspicuous location as required by law.

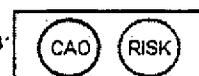
### EXCAVATION SAFETY

Per California Labor Code Section 6500, Contractor shall possess a valid Construction Activity Permit for construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend. When trenches or excavations five (5) feet or deeper are anticipated as part of the contract, Contractor shall possess a valid permit at the time of bidding and for the life of the contract. Contractor shall furnish copies of valid permits to the City of Monterey Engineering Division office. When required in Part I, Notice to Contractors, Contractor must provide evidence of a current T1 Annual Trench/ Excavation Permit at the time of bidding.

Contractor shall comply with California Labor Code Section 6705 which provides that prior to the commencement of excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

Plans must be submitted to the Engineer at least five (5) working days prior to the commencement of excavation. If said plans are not submitted five (5) days prior to the commencement of said excavation, the City shall not be liable to Contractor for any delay in work caused by delinquent submission of said plans.

Trenching of more than four (4) feet below the surface shall require the Contractor to promptly notify the Engineer if unknown hazardous wastes, subsurface or latent physical site conditions different from those indicated or unusual site conditions are encountered, and inform the City as to its duty to investigate those conditions. The Contractor may file for a change order for any conditions different from those indicated.



PUBLIC CONVENIENCE AND PUBLIC SAFETY

Attention is directed to Section 7-1.03, Public Convenience, and Section 7-1.04, Public Safety, of the Standard Specifications for the provisions relating to the Contractor's responsibility for providing for the convenience and safety of the public in connection with his operations. Standard Specifications are on file in the office of the City Engineer.

Contractor is to notify the Engineer of the start date and construction schedule at least nine (9) calendar days prior to the planned start of construction unless otherwise noted in Part IV.

The Contractor shall conduct his operations as to cause the least possible inconvenience to public traffic. The Contractor shall provide traffic control devices or personnel where necessary in conformance with good traffic safety standards. The Contractor shall provide sufficient warning signs or devices to give adequate notice to the public of dangerous or changed conditions existing during construction.

The City Engineer shall determine the adequacy of said devices and, in cases of dispute, his determination shall be final.

If the City is required to provide traffic direction, signs or devices, due either to failure of the Contractor to so provide or in case of emergency, the City shall charge Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

WORKER'S COMPENSATION

Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.

PATENTS

If any material, composition, process, method of construction or any other thing called for or required by the plans and specifications or used in the work is covered by letter patent, all royalties and expenses thereof, all litigation thereupon, or anything whatsoever which may develop as a cost from the use of such materials, composition, process, method, or any other thing which is covered by letter patent, shall be borne by the Contractor.

RIGHT OF PROPERTY

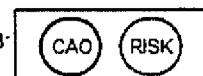
Nothing in the contract shall be construed as vesting the Contractor with any right of property in the materials furnished and used in the work herein provided for after they have been attached to the work and have become an integral portion of the work herein provided. All such materials shall, upon their becoming an integral part of the work herein provided, be, and remain, the property of the City of Monterey.

INCREASED FORCE

In case of emergency involving danger to life or property, continuous work with increased force may be required by the Engineer.

LIABILITIES

Right of general supervision by the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons or to public or private property arising from the Contractor's execution of the work shall not be lessened because of such general supervision.



**PROSECUTION AND PROGRESS**

**GENERAL**

If at any time in the opinion of the Engineer, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing shall be served upon the Contractor. Should the Contractor neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Engineer, within the time specified in such notice, the Engineer in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City may designate.

Upon such suspension, the Contractor's control shall terminate, and thereupon the Engineer or duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery and appliances, tools, and equipment and buy or rent such additional materials and supplies at the Contractor's expense as may be necessary for the proper construction of the work and for the completion thereof; or may employ other parties to carry the contract to completion, employ the necessary workers, substitute other machinery or materials and purchase the materials contracted for in such manner as the City may deem proper; or the City may annul and cancel the contract and relet the work or any part thereof.

Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and his sureties, who will be liable therefor. In the event of such suspension, all money due the Contractor or retained under the terms of this contract shall be forfeited to the City, but such forfeiture will not release the Contractor or his sureties from liability for failure to fulfill the contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the City as above provided, and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

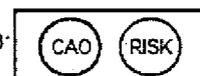
In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Manager shall be binding on all parties to the contract.

**SUSPENSIONS AND DELAYS**

Suspensions of work and delays shall be in accordance with Section 8-1.06, Suspensions, and Section 8- 1.07, Delays, of the Standard Specifications.

The Engineer shall have the authority to suspend the work wholly or in part, for such period as the Engineer may deem necessary due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as the Engineer may deem necessary due to the failure on the part of the Contractor to carry out Engineer's orders given or to perform any provisions of the work. The Contractor shall immediately obey such order of the Engineer and shall not resume work until ordered in writing by the Engineer.

Any act of, or any omission of anything required to be done by the City, its officers, agents or employees which shall cause the Contractor delay in the completion of the work shall be a ground for extension of time on the part of the Contractor to complete the work but shall not grant the Contractor any monetary damages for such delay.



RIGHTS OF WAY

Rights-of-way or easements for work to be constructed will be provided by the City. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside of the limits of rights-of-way or easements unless otherwise especially provided. In the event of delay on the part of the City, its officers, agents or employees in obtaining any such rights-of-way or easements for the work to be constructed, then the Contractor shall have time for the completion of his contract for the period or periods caused by such delay or delays but shall have no damages against the local entity, its officers, agents or employees.

PAYMENT

GENERAL

Attention is directed to Section 9, Payment, of the Standard Specifications on file in the office of the City Engineer, the provisions of which shall govern unless other and conflicting provisions are set forth in these specifications and/or the plans.

The City pays for the Contractor furnishing the resources and activities to complete the work. The Contractor shall accept the City's payment as full compensation for furnishing the resources and activities, including, but not limited to all labor, materials, tools, equipment, taxes and incidentals necessary to complete the work and for performing all work contemplated, and embraced under the contract; also for loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the formal acceptance by the City, and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified, and for completing the work according to the plans and specifications.

The City shall not be obligated to process any payment request until thirty (30) calendar days after receipt of a correct, complete and undisputed progress payment request or sixty (60) calendar days after receipt of a correct, complete and undisputed final payment request. Payments not made within the specified time periods are subject to an interest rate of two percent (2%) per month. A payment request shall not be deemed complete unless all related documentation has been supplied and verified, and all related contract requirements have been satisfactorily met.

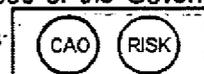
PROGRESS PAYMENTS

The Contractor may, once each month, make an estimate in writing of the total amount of work done to the time of such estimate and the value thereof, and request payment for that work.

Upon approval of the progress payment request, the Engineer shall cause to be paid to the Contractor the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be withheld or retained under the provisions of the contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in the judgment of the Engineer, the total value of the work done since the last estimate amounts to less than one thousand dollars (\$1,000.00).

Except as set forth in the following paragraph, the Engineer shall retain five percent (5%) of the value of the materials so estimated to have been furnished and delivered and unused, or furnished and stored as aforesaid, as part security for the fulfillment of the contract by the Contractor. The Engineer shall also retain five percent (5%) of the value of all work done.

The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the City, by depositing approved securities of equivalent value with the City or in an escrow account with an approved bank in accordance with the provisions of Section 4590 of the Government



Code. Such securities, if deposited by the Contractor, shall be valued by the City's Finance Director, whose decision on valuation of the securities shall be final.

No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

PAYMENT AFTER CONTRACT ACCEPTANCE

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall promptly make such inspection, and when the work is found to be acceptable under the contract and the contract fully performed, the Engineer shall file a Notice of Completion.

Final payment, including all sums withheld or retained as herein before specified as partial security for the fulfillment of the contract, shall be paid promptly by the City after expiration of the lien period (see California Civil Code § 3179 et seq.), providing there are no disputes arising from the performance of the contract or the amount due.



**WHARF II CRITICAL REPAIRS (30C1354)**

**PART IV: SPECIAL PROVISIONS**

**GENERAL**

The work, in general, consists of repairing and replacing timber piles, cap beams, and connections, demolishing existing timber and asphalt structures, strengthening cap beams, and installing new stringers.

**PLANS AND SPECIFICATIONS**

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work. The work embraced herein shall be done in accordance with the appropriate provisions of the Standard Specifications insofar as the same may apply, and in accordance with the specifications and plans. In case of conflict between the **Standard Specifications, Standard Plans,** and these **Special Provisions** and the **Plans,** the order of precedence shall be as follows:

**Special Provisions** shall take precedence over **Plans** and the **Plans** shall take precedence over **Standard Specifications** and **Standard Plans.** These **Special Provisions** shall also take precedence over conflicting portions of the "General Provisions, Part III" of these project specifications.

**CONTRACT BONDS**

For Bid Bond requirements, see Part I, Bid Bond, of these Specifications.

The Contractor, at the time of signing and executing the contract, shall execute and file with the City a performance bond to the satisfaction and approval of said City, in a sum of not less than one hundred percent (100%) of the amount of the contract conditional upon the faithful performance of the contract. For additional information, see Guarantees elsewhere in these specifications.

The Contractor, at the time of signing and executing any contract in excess of twenty-five thousand dollars (\$25,000), shall execute and file with the City a payment bond (public works labor and materials bond) to the satisfaction and approval of said City, in a sum of one hundred percent (100%) of the amount of the contract in accordance with Public Contract Code §9550 et seq.

Please refer to Part III, Page 3, for sample bond forms.

The surety shall be an admitted carrier in California with a valid surety license and possess a minimum rating from A. M. Best Company of A-VII. The Surety and /or co-sureties must be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, subject to the maximum amount shown in the listing. If co-sureties are used, their bonds shall be on a joint and several basis.

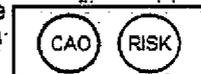
Notwithstanding the above, the Contractor may substitute adequate securities for any bond called for under the provisions of these Specifications as set forth in Public Contracts Code Section 22300. Alternate security substitutions shall be submitted to the City no later than ten (10) days after written notice that a contract has been awarded to the contractor to allow processing and escrow agreement for in lieu security.

The Contractor shall submit the contract with his signature affixed thereto, required bonds or alternate security and evidence of insurance that conforms to the contract within fifteen (15) calendar days after written notice that a contract has been awarded to him.

The Contractor shall maintain the performance bond in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said performance bond for a similar bond in the amount of twenty percent (20%) of the total contract amount, including adjustments, or the original performance bond, whichever is greater.

**TIME LIMITS**

Within ten (10) calendar days after written notice that a contract has been awarded (Notice of Award), the Contractor shall submit two (2) signed original contracts, required bonds or alternative REV 05/3



insurance that conforms to the contract, and City of Monterey Business License or evidence of application for said license.

A Notice to Proceed will be issued upon receipt of the foregoing documents. The Contractor shall begin work within fourteen (14) calendar days after the effective date of the Notice to Proceed.

The Contractor shall diligently prosecute the contract to completion on or before the expiration of one hundred and twenty (120) working days from the effective date of the Notice to Proceed.

**LICENSES AND PERMITS**

Prior to the execution of any contractual agreements, the successful Bidder shall obtain a City of Monterey Business License, and all applicable permits (except Coastal Zone Conservation permits) for construction.

City permits shall be issued at no charge, except for construction parking permits. Construction parking permits are as follows for dashboard permits (commercial vehicles only):

\$10 per vehicle/space per day (meter space):

- Cannery Row Area
- Wharf Area
- Waterfront Area
- Foam Street
- Scott/Oliver Streets

\$5 per vehicle/space per day (non meter space):

- Lighthouse Avenue
- Downtown Area
- All other restricted/enforced area on-street.

Paper construction parking permits may be obtained at the Parking Division office, 340 Tyler Street, Monterey, CA 93940 (831.646.3953).

Contractor shall be required to obtain and hold a Public Works Permit (Encroachment Permit) and/or Building Permit from the Building Permit and Inspection Division. Contractor shall provide a copy of the completed permit(s) to the Engineering Division no later than three (3) days prior to the start of construction. The permit application fee(s) shall be waived. Where applicable, the City shall submit permit applications.

**SITE INSPECTION**

It shall be the Contractor's responsibility to inspect the site and become thoroughly familiar with all aspects of the work to be done.

The submission of a bid shall be conclusive evidence that the Bidder has investigated the site and is thoroughly satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed; the quantity of materials to be furnished; and as to all the requirements of these specifications.

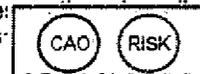
It shall be the Contractor's responsibility to be aware of surface and subsurface drainage conditions that may exist at the site. The Contractor is further responsible for work necessary to rectify any resulting drainage problems; labor, materials, equipment, and incidentals necessary to achieve the solution shall be borne by the Contractor.

**SUBMITTALS**

The review of submittals and approval thereof by the City does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications to which the submittals pertain.

Submittal Format:

1. Contractor shall submit individually bound copies of all submittals and revised submittals to the City's construction manager. A minimum of two (2) copies shall be submitted unless otherwise specified.



Submittal submission may be done in pdf form via email.

2. All submittals shall have a cover sheet containing the following:
  - a. Submittal date, submittal number and submittal revision number (as applicable),
  - b. City project name,
3. Each submittal item shall clearly identify the specification section(s) and paragraph(s) for which the submittal item pertains to.
4. Contractor is not guaranteed a specific review time period. If Contractor requires a quick submittal turnaround of specific submittal items, Contractor must indicate which submittal items require a quick turnaround by attaching a memo to the submittal indicating such and the requested turnaround period. The City shall make every effort to meet the requested review period.
5. Contractor shall place orders for all materials or equipment in time to prevent any delays to the construction schedule or project completion. If any materials or equipment are not ordered in a timely fashion, any additional charges made by equipment manufacturers and/or suppliers to complete the manufacturer and/or delivery in time to meet the construction schedule or project completion, together with any special handling charges shall be borne by the Contractor.

**Submittal Content and Product Data:**

1. Contractor shall review and accept submittals prior to submission.
2. Submittals shall contain all required information such as shop drawings, product data, etc.
3. Each submittal item shall be identified by manufacturer, brand name, trade name, model number, size, rating and additional information as is necessary to properly identify and verify the materials and equipment. The phrase "as specified" is not considered sufficient.
4. Where possible, submittal information shall be limited to the specific item being submitted. In the event multiple materials or equipment are described in one submittal, Contractor shall clearly identify the pertinent information being submitted on.
5. Accessories, controls, finish, etc. not required to be submitted or identified with the submittal shall be furnished and installed as specified.

**CONSTRUCTION SURVEYS**

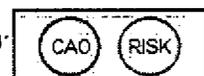
Construction surveys, when required, shall be provided by and paid for by the contractor and no additional compensation shall be made.

All distances and measurements are given and will be made in a horizontal plane. Grades will be given from the top of stakes or nails, unless otherwise noted.

Finished surfaces in all cases shall conform to the lines, grades, cross-sections and dimensions shown on the approved plans and specifications. Deviations from the approved plans and specifications must be approved by the Engineer and authorized in writing.

The Contractor shall give at least seventy-two (72) hours' notice in writing to the Construction Manager when construction stakes will be required.

Such stakes or marks will be set by the Engineer as he determines to be necessary to enable the Contractor to establish the lines and grades required for the completion of the work specified in the Standard Specifications, Plans and Specifications. This staking will include one set of stakes or marks at about twenty-five feet on center (25' O/C) which shall be used for excavation, filling, and alignment of improvements.



The Contractor shall preserve all stakes and points set for lines, grades, or measurement of the work in their proper places until authorized to remove them by the Engineer. All expenses incurred in replacing stakes that have been removed without proper authority shall be paid by the Contractor.

The City shall be given the opportunity to check forms for line and grade prior to any concrete being placed.

**PROTECTION OF PRIVATE PROPERTY**

Private property grounds and facilities, if damaged or removed because of the Contractor's operations, shall be restored or replaced to same or better than the original condition and located in the same position and alignment as is reasonably possible. Contractor shall comply with the applicable portions of Section 5-1.36, "Property and Facility Preservation", Section 7-1.05, "Indemnification", and Section 7-1.06, "Insurance" of the Standard Specifications.

**CONSTRUCTION QUALITY CONTROL**

Definitions

**Quality Management (QM)** - All control and assurance activities instituted to achieve the product quality established by the contract requirements.

**Contractor Quality Control (CQC)** - The construction contractor's system to manage, control, and document contractor's, suppliers', and subcontractor's activities to comply with contract requirements.

Contractor Responsibility

General: The Contractor shall establish and maintain an effective quality control system in compliance with the Plans and Specifications. The quality control system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction, and operations which comply with contract requirements. The system shall cover construction operations both onsite and offsite, and shall be keyed to the proposed construction sequence.

The Quality Control Plan

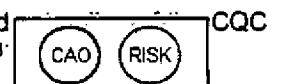
Quality Control Plans and Procedures.

The Contractor will be required to prepare a Quality Control Plan. This plan shall include, as a minimum, the following:

1. A description of the quality control procedures, including a chart showing lines of authority and acknowledgement that the Contractor shall implement the control system for all aspects of the work specified and shall report to the project manager or someone higher in the Contractor's organization.
2. The name, qualifications, duties, responsibilities, and authorities of each person assigned a QC function.
3. A copy of the letter to the Engineer signed by an authorized official of the firm which describes the responsibilities and delegates the authority to implement the QC plan shall be furnished.
4. Procedure for scheduling and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.
5. Control testing procedures for each specific case. Note that in the case of federally-funded projects, QA/QC testing must be performed by the city by a Caltrans-certified lab.
6. Reporting procedures including proposed reporting formats.

QC Plan Implementation

1. Preconstruction Conference. During the pre-construction conference, a mutual und



system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's management with the Engineer's inspection. Minutes of the conference shall be prepared by City staff, and be signed by both the Contractor and the Engineer. The minutes shall become a part of the contract file. There may also be occasions when subsequent conferences will be called to reconfirm mutual understandings.

2. General. After issuance of the Notice to Proceed, and prior to the start of construction, the Contractor shall furnish, for acceptance by the Engineer, the Contractor Quality Control (CQC) Plan with which he proposes to implement the requirements of Contract Clause entitled "Construction Quality Control". The plan shall identify personnel, procedures, instructions, records, and forms to be used. If the Contractor fails to submit an acceptable QC plan within the time herein prescribed, the Engineer may refuse to allow construction to start if an acceptable interim plan is not furnished.
3. Control of Materials, Tests, and Inspections. As listed below, and noted elsewhere in the specifications but not limited to the following items, the Quality Control Plan will include the dates for the Contractor to furnish certificates for product, or product test compliance, shop drawings or catalog cuts and requests for inspection or review.
  - a. Tests and Inspections:  
Grout  
Welding
  - b. Materials and Materials Certification:  
Steel  
Lumber
  - c. Daily Reports

The Contractor shall provide copies of daily reports which describe the work performed, weather conditions, personnel and equipment on site, and quality control activities performed.

The Contractor will not be paid for work prior to Engineer reviewing and accepting daily reports for the period of time payment is requested.

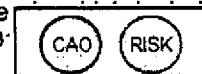
4. Acceptance of Plan. Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Engineer reserves the right to require the Contractor to make changes in the CQC plan and operations as necessary to obtain the quality specified.
5. Notification of Changes. After acceptance of the QC plan, the Contractor shall notify the Engineer in writing of any proposed change. Proposed changes are subject to acceptance by the Engineer.
6. Testing and Certification. The Contractor shall pay for all tests and inspections as required by the Plans and Specifications. The Contractor shall furnish certification of materials being used, upon request of the Engineer, without additional charge.

### GUARANTEE

Materials and labor guarantees shall be per Part III of these specifications. All warranty shall be to the satisfaction of the City. Final payment will not be released without submission of warranties. Any materials installed in Army Buildings (with City of Monterey approval) shall issue warranty (if exists) to the United States Army prior to formal acceptance of work, and deliver to the City of Monterey, Engineering Division Office.

### REGULATIONS

The Contractor and all subcontractors shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work, safety and hiring/employment practices. Nothing in the Plans and Specifications shall be construed to permit work not conforming to the regulations and codes set forth here, but



are not limited to the following:

1. Americans with Disabilities Act (ADA) accessibility and employment standards. In the event of conflicting federal and state standards, the standard that provides greater access will take precedence.
2. Monterey City Code, as amended,
3. California Building Code, latest edition as adopted by the City of Monterey (2013 Edition),
4. California Electrical Code, latest edition as adopted by the City of Monterey (2013 Edition),
5. California Mechanical Code, latest edition as adopted by the City of Monterey (2013 Edition),
6. California Plumbing Code, latest edition as adopted by the City of Monterey (2013 Edition),
7. California Green Building Standards Code, latest edition as adopted by the City of Monterey,
8. California Historic Building Code, latest edition as adopted by the City of Monterey,
9. California Occupational Safety and Health Administrative Code, latest edition,
10. California Government Code Section 4216, Protection of Underground Infrastructure,
11. National Fire Protection Associations NFPA 1 Fire Code, latest edition,
12. The California Labor Code,
13. Federal Water Pollution Control Act (Clean Water Act), and,
14. Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.).

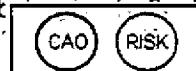
#### **PUBLIC SAFETY AND PROTECTION OF THE WORK**

The Contractor shall furnish, erect and maintain such fences, barricades, guards, lights and other devices as are necessary to prevent accidents and avoid damage to the construction work or injury to the public. No separate payment shall be made for such work. If in the opinion of the Engineer, adequate barricades or warning devices are not maintained by the Contractor, the City may furnish and erect same, and charge the Contractor therefor. Attention is directed to Sections 7-1.03 "Public Convenience" and 7-1.04, "Public Safety", of the Standard Specifications published by the State of California Department of Transportation.

#### **INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, Contractor agrees to indemnify, investigate, defend (at Contractor's sole cost and expense and with legal counsel reasonably approved by City), protect and hold harmless, the City of Monterey, its officials, officers, employees, agents, and representatives from and against any and all claims [including, without limitation, claims for bodily injury or death (including but not limited to Contractor, persons employed by Contractor, persons acting on behalf of Contractor, and third parties) or damage to property], demands, obligations, losses, damages, actions, causes of action, suits, judgments, fines, penalties, liabilities, defense costs, and expenses (including, without limitation, reasonable attorneys' fees, disbursements, and court costs, and all other professional, expert, or Contractors' fees and costs) of every kind or nature arising out of or in connection with or relating to any work or activities of Contractor (or Contractor's contractors or subcontractors, if any) conducted under this Agreement or arising out of the failure on Contractor's part to perform their obligations under this agreement. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of the City, except for those claims which arise out of the active negligence, sole negligence, or willful misconduct of the City of Monterey.

Notwithstanding the provisions of the above paragraph, Contractor agrees to assume all risk and to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any property to or from Contractor



or Contractor's employees, contractors, representatives, patrons, guests, or invitees.

Contractor further agrees to indemnify City for damage to or loss of City property arising out of or in connection with Contractor's work associated with this Agreement or arising out of any act or omission of Contractor or any of Contractor's employees, agents, contractors, representatives, patrons, guests, or invitees; excepting such damage or loss arising out of the negligence of the City.

### INSURANCE

Contractor shall procure and maintain for the duration of the contract, and for [#x] years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

### MINIMUM SCOPE AND LIMITS OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk (Course of Construction)** insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the Entity as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the Entity, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.

5. **Surety Bonds** as described in Part III.

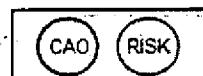
If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

### SELF-INSURED RETENTIONS

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the contractor shall cause the insurer shall reduce or eliminate such self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

### OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:



1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13** as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

#### CLAIMS MADE POLICIES

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

#### ACCEPTABILITY OF INSURERS

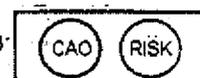
Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.

#### WAIVER OF SUBROGATION

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.**

#### VERIFICATION OF COVERAGE

Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications; at any time.



**SUBCONTRACTORS**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG:20 38 04 13.

**SPECIAL RISKS OR CIRCUMSTANCES**

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

**PRE-CONSTRUCTION CONFERENCE**

Prior to the beginning of any work on this project, a pre-construction conference shall be held at the City's Engineering Division Office, City Hall, Monterey, CA. The date and time of this conference shall be established by the Contractor contacting that office at 831-646-3997 not less than forty-eight (48) hours in advance of the meeting date and time.

An itemized list of materials and equipment the Contractor proposes to use on the project shall be submitted to the City prior to or during the preconstruction conference.

A preliminary project timeline shall be submitted to the City prior to or during the preconstruction conference.

**LIQUIDATED DAMAGES**

Unless stated otherwise in the Specifications, it is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration or the time limit as set forth in these specifications, damage will be sustained by the City of Monterey and that it is and will be difficult or impossible to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Monterey the sum of **One Thousand and Two Hundred Dollars (\$1,200.00)** per day for each and every day's delay beyond the time prescribed to complete the work or the actual damages ascertained, whichever will be greater; and the Contractor agrees to pay such liquidated damages as herein provided; and in case the same are not paid, agrees that the City of Monterey may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

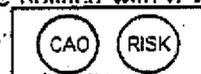
It is further agreed that, in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion of the contract or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment of the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses during the period of such extension, except that the cost of final measurements and preparation of final estimate shall not be included in such charges.

The contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of the causes of delay, who shall ascertain the facts and the extent of delay, and his findings of the facts thereon shall be final and conclusive. "Unusually severe weather" means that which is considered outside the normal average for the Monterey area as determined by historical weather records. The Contractor will not receive a time extension for normal or below normal precipitation.

**CONSTRUCTION PROCEDURE**

An outline of the proposed construction procedure shall be submitted by the Contractor to the Engineer for review and shall obtain his approval before beginning work. The Engineer will be especially interested in:

1. Minimizing any interruption to use of driveways (no more than 4 hour interruption). Any interruption more than 4 hours shall be prearranged with the Engineer. Residence occupant shall be notified with a written



notice a minimum of three (3) business days in advance.

2. Adjacent property owners shall be notified with a written notice a minimum of three (3) business days in advance of any construction impacts.
3. Minimizing any interruption to building operations and parking lots. Contractor shall notify the Engineer a minimum of one week in advance of any interruptions to building operations and parking lots.
4. Minimizing any hazard to the general public.
5. Proper handling of hazardous materials.
6. All work will occur between 7 am and 7 pm unless otherwise approved in writing.
7. Contractor shall notify the Engineer a minimum of twenty-four (24) hours in advance of concrete placement for checking and acceptance of forms by the Engineer prior to concrete placement. Mitigation of concrete placement done without acceptance of forms by the Engineer prior to concrete placement shall be the sole responsibility of the Contractor. The costs of such mitigation shall be borne by the Contractor.

Traffic control requirements cited elsewhere in these Specifications must be considered in the construction procedure submitted to the Engineer.

### **TRAFFIC CONTROL**

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

Traffic control shall conform to the provisions of Section 12, "Temporary Traffic Control" of the Standard Specifications and the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD) as adopted by Caltrans.

A Traffic Control Plan (TCP) shall be submitted to the Engineer for approval prior to construction and must be applicable to existing site conditions. Contractor shall notify all emergency services, affected residences, affected businesses, and the Engineering Division Office (831) 646-3921 a minimum of three (3) business days in advance as to proposed closures and alternate routes available.

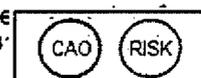
The following shall be incorporated into the Traffic Control Plan:

1. Two (2) travel lanes shall be open during non-working hours.
2. At least one (1) travel lane shall remain open during working hours. Flag persons or other appropriate traffic control devices as approved by the Engineer shall be used during periods of one-way travel.
3. Access to driveways shall be left open unless work is actually being performed in areas fronting the driveway. All driveways shall be accessible during non-working hours. See Construction Procedure elsewhere in these specifications.
4. No trench shall be left open during non-working hours.
5. Parking restrictions will be acceptable when and where needed. (All require prior approval of the Engineer).

The following requirements apply to Traffic Control Plans:

1. All Traffic Control Plans shall follow the CA MUTCD Chapter 6.

Example  
REV 05/31



at:

<http://www.dot.ca.gov/hq/traffops/engineering/mutcd/pdf/camutcd2014/Part6.pdf>

2. The contractor shall submit a TCP using legible lettering. Show location and dimensions of the work zone, lanes, tapers, parking and any staging areas.
3. Label streets and proposed traffic control area. Show all nearby streets with street names to assure proper orientation.
4. Show all affected sidewalks, crosswalks, bike lanes, driveways and intersections in the construction work zone including areas affected by taper transition.
5. If a sidewalk or path is obstructed, contractor must then submit an ADA compliant pedestrian detour plan in accordance with the CA MUTCD chapter 6D and the Public Rights-of-Way Accessibility Guidelines (PROWAG). Please refer to: <http://dot.ca.gov/hq/traffops/engineering/control-devices/pdf/PedBrochure.pdf>
6. Label all taper lengths and widths, delineator spacing and sign spacing. Indicate location of construction signs, barricades and delineators.
7. Show all parking restriction zones and signs, as appropriate. Telephone the Parking Division Office (831.646.3953) if restricting parking in time-limit or metered zones. Temporary "NO PARKING" signs shall be posted seventy-two (72) hours prior to commencing work.
8. Indicate on the TCP the duration of the construction work, including dates and times.
9. Indicate on the TCP the Contractor's name, address and telephone number. Include the Contractor's during and after hours Representative's contact information (name, telephone number).
10. It is the Contractor's responsibility to assure that all Traffic Control Plans (TCP) and traffic control devices are in compliance with the 2014 CA MUTCD as adopted by Caltrans.

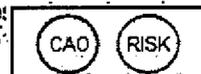
Traffic Control Plans shall contain the following notes:

1. Minimum width of temporary traffic lanes is ten (10) feet clear (from delineator or cone base, not center).
2. The City Traffic Engineer or his representative has the authority to make any field changes to assure public safety.
3. All traffic control devices shall be removed from view when not in use. Signs shall not be facing traffic when not in use.
4. Spacing of channelizing devices shall not exceed twenty-five (25) feet.
5. Any road closure also requires notification be provided to the City of Monterey Fire Department and Police Department. Notifications may be made at the non-emergency telephone number, 831.646.3914.
6. All temporary traffic delineation (delineators and cones) used shall be a minimum of thirty-six (36) inches tall. Retroreflective bands are required for night time traffic.
7. Any work that disturbs normal traffic signal operations shall be coordinated with the Signal Traffic Technician.
8. The Contractor is responsible for restoring the road back to satisfactory condition including, but not limited to, paving, striping, markings, signs and traffic signal loop detectors within five (5) calendar days of completion of work at affected intersections or road segments.
9. Any work that created an undue safety risk or creates severe congestion may be shut down by the City Traffic Engineer, his representative, Field Inspector or Police Department personnel.

The Contractor is to notify residences and/or businesses a minimum of three (3) business days in advance of the start of work.

Wharf II Critical Repairs Agreement # Ag-6143 - Page 58 of 255

REV 05/31



Page of

closing access to any driveways or providing any detours or changes in on-street parking. Notifications shall be in writing.

Contractor shall submit a sample door hanger of the written notice to the City for review and approval prior to distributing the notice. Notice shall include information on reducing water use and what to do if you smell natural gas or other odors.

Contractor shall provide all labor and facilities required for safe and expeditious handling of traffic during the course of construction. Contractor shall provide all flaggers, signs, delineators, and barricades required for traffic control and shall modify or remove same at appropriate times. The Engineer shall be the sole judge as to the adequacy of the Contractor's traffic control measures. If such measures are found to be inadequate by the Engineer, the City may furnish and install same and charge the Contractor therefor.

The Contractor shall, at his own expense, construct and maintain in good condition, such detours, detour bridges and temporary crossings for use by the public as deemed necessary or expedient by the Engineer for the proper execution of the work.

The Contractor shall designate a representative who can be reached immediately (24 hours per day) in the event of traffic control device failures.

### **REMOVAL OF OBSTRUCTIONS**

The Contractor shall remove and dispose of all structures, debris or other obstructions of any character to the construction called for in the plans, specifications, and as required by the Engineer.

If archeological items or hazardous wastes are discovered during construction operations, the Contractor shall cease operations in those areas and the Contractor shall immediately notify the Engineer.

The Contractor shall remove and dispose of all trees designated for removal as shown on the plans, designated by the specifications and as required by the Engineer for the proper completion of the work. See Tree Protection Requirements elsewhere in these specifications.

### **UNDERGROUND UTILITIES**

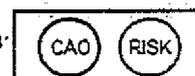
Contractor shall locate all underground obstructions and utilities, (electric, gas, water lines, etc.). Prior to any trenching operation, Contractor shall pothole underground obstructions and utilities that appear to be in conflict with the new construction. The Plans show the approximate location of underground facilities in the project area as they have been provided to the City. Repair of damage to any utility line shown on the Plans with reasonable accuracy shall be made at the Contractor's expense. However, the City shall fairly compensate the Contractor for costs of locating and repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such facilities not indicated or in a location different from that indicated on the Plans and Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the City or utility company to provide for removal or relocation of such utility facilities. Contractor shall notify all utility companies of trenching operations forty-eight (48) hours in advance to enable the utility companies to take any action they deem appropriate.

### **UTILITY COMPANY COORDINATION**

Contractor shall coordinate construction activities with the utility companies as required and shall adjust the construction schedule to accommodate utility relocation as necessary.

### **CONTRACT PLANS AND SPECIFICATIONS**

The Contractor will be supplied with five sets of plans and specifications at no expense. One of these sets of plans is to be used for the purpose of recording record (as-built) conditions. Additional sets will be furnished on request at the cost of reproduction. The work shall conform to the contract plans and specifications, all of which form a part of the contract documents and are available in the office of the City Engineer, City Hall, Monterey, California.



**DUST CONTROL**

The Contractor shall minimize dust generation from the jobsite and shall spray the site with water or dust palliative as required, in accordance with Section 14-9, "Air Quality", of the Standard Specifications.

**CONNECTION TO EXISTING UTILITIES**

The City shall permit the Contractor to use available existing utilities at the City's expense, excluding telephone; however, if the Contractor chooses to make use of said utilities, Contractor shall assume full responsibility for any changes made by Contractor related thereto, and for any consequences caused thereby. Upon completion of the work, Contractor shall remove any modifications to existing utilities made by Contractor, and shall restore existing utilities to conditions existing at time of award.

**SANITARY FACILITIES**

Contractor may provide his/her own portable sanitary facilities on-site, for the duration of the work. Coordinate location(s) with the Engineer. Existing City-owned sanitary facilities may be used.

**INSPECTION OF WORK**

It is the responsibility of the contractor to call for all required inspections within the required time lines. The City of Monterey reserves the right to perform random inspections at any time.

The Engineer shall at all times have access to the work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship and character of materials used and employed in the work.

Whenever the work provided and contemplated by the contract shall have been satisfactorily completed and the final cleanup performed, the Engineer will make the final inspection.

**RECORD DRAWINGS**

A set of marked-up prints, clear, legible, and made with standard drafting tools and indicating all changes, added work, and deviations from the design and reflecting the record (As-Built) condition of the work must be received before the work is considered complete. Existing utilities exposed during construction are to be located, including invert or top elevation, and shown on the Record (As-Built) drawings.

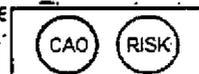
The Record (As-Built) Drawings shall be completed for the Engineer's acceptance before final payment and Notice of Completion on this contract will be made.

**ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS**

Contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes that apply to the project and any work performed pursuant to the contract. Additionally, City Code Chapter 31.5 Storm Water Management Section 31.5-12. Prohibition of Illegal Discharges, states,

*"No person or entity shall discharge or cause to be discharged into the municipal Storm Drain System or waters of the state any materials, including but not limited to Pollutants or waters containing any Pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water..."*

Regardless of project size, the Contractor shall submit a site-specific Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan for City review and approval prior to start of work. The Contractor shall effectively implement and properly maintain storm water best management practices (BMPs) during construction to prevent discharges of pollutants, and including trash, to local drainages and waterways. Contractor shall comply with all water quality regulations in Monterey Municipal Code Chapter 31.5 Storm Water Management, and City Phase II Storm Water Permit requirements as prescribed by the State Water Resources Control Board (SWRCB) and Central Coast Regional Water Quality Control Board (RWQCB) regulations for the prevention of construction site discharges of pollutants, illicit discharges, and enforcement of prohibited and illicit discharge shall



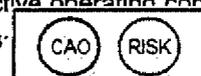
employ at all times storm water runoff controls and BMPs at the site, including but not limited to erosion prevention, sediment controls, site stabilization, good housekeeping practices, proper materials storage, handling, and waste management, and similar pollution prevention measures to prevent dumping or illegal discharges during construction into the street and/or storm drain system. Storm water management and control practices shall result in the following outcomes on all construction sites, regardless of size:

- Protection of storm drain inlets and adjacent waterways must be implemented at all times to prevent illicit discharges of sediment, construction debris and fluids, and waste of any kind;
- No release of hazardous substances, such as oils, paints, thinners, fuels, and other chemicals; if such a spill occurs that may threaten local water quality, contractor must call 911 immediately and notify City Public Works staff;
- Minimization of site disturbance shall be kept to that portion necessary for construction only, and perimeter controls shall be implemented at all times during all weather conditions;
- Soil stabilization of graded areas shall be in place at all times where construction activities have temporarily and/or permanently ceased;
- No deposit of mud, soil, sediment, concrete washout, trash, dewatering, or other similar construction-related material or waste shall occur on or into public rights of way, private streets, or into the City's storm water system and related natural resources, either by direct deposit, dropping, discharge, erosion, or tracking by construction vehicles. Any such discharge shall be cleaned-up promptly if an immediate threat to water quality exists, or if not immediate, at the end of the current work shift or workday in which the deposit occurred, whichever comes first;
- No runoff from graded areas or stockpile areas shall contain sediments and/or pollutants. Stockpiles shall be adequately and securely covered to avoid contact with rainfall and wind to prevent soil and stockpile movement by water and/or wind;
- Runoff containing sediments shall be captured in secondary containment structures and either treated to remove sediments prior to discharge or infiltrated in the soil on-site;
- No exposure of graded areas and stockpile areas to storm water run-on shall occur. Run-on shall be controlled by diversion structures such as dikes, secondary containment, or stockpile covers; and,
- All hard-surfaced areas are to be swept regularly and free of dirt and construction debris such that the surface of the pavement is clearly visible at all locations, and construction entrance/exist(s) shall be adequately stabilized to prevent tracking of soil/sediment from reaching streets/paved surfaces and drainage pathways.

Best management practices (BMPs) are required to be illustrated in construction Plans and employed on all construction sites as applicable to the construction activity and shall provide for, and not be limited to: inlet protections, perimeter protections, erosion prevention and soil control measures, soil stabilization measures, spill prevention and discharge control measures; solid waste containment; concrete waste management; proper vehicle and equipment cleaning, fueling, and maintenance; and proper materials management and storage. Detailed procedures to accomplish these protections can be found through the California Storm Water Quality Association's *Construction BMP Handbook Portal*, U.S. EPA *Construction BMP Database and Factsheets*, *Caltrans Storm Water Quality Manuals and Handbooks*, and the *Erosion and Sediment Control Field Manual* by San Francisco Bay Regional Water Quality Control Board. Referenced documents are available for viewing at the City of Monterey Public Works Office at City Hall.

Activities to be performed by Contractor include, but are not limited to:

- Development and submittal of an Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan for City review and approval prior to construction start.
- At all times, Contractor shall implement and maintain the temporary and permanent vegetation (if any), erosion and sediment control measures, and other protective BMP measures in good and effective operating condition



by performing routine inspections to determine condition and effectiveness of BMPs, restoration needs for destroyed vegetative cover, and by repair of erosion, sediment, and other protective measures.

- Contractor shall inspect the following areas at least once every seven (7) calendar days, unless otherwise necessary based on current weather conditions or as directed by City inspector, and always within 24 hours prior to and after any predicted storm:
  - Inlet protections and perimeter controls;
  - Vehicle entry and exist locations;
  - Vehicle parking and storage areas;
  - Disturbed areas of the construction site,
  - Areas that have not been finally stabilized,
  - Areas used for storage of materials that are exposed to wind or precipitation,
  - Equipment and staging areas that are exposed to wind or precipitation; and,
  - All waste storage and handling devices and areas.

Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

- Areas noted above shall be inspected for proper BMP implementation and necessary BMP maintenance, as well as evidence of, or the potential for:
  - Erosion, or
  - Sediments entering waterways or the drainage system, or
  - Pollutants entering waterways or the drainage system.

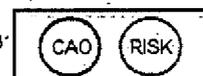
Erosion and sediment control measures shall be observed and maintained to ensure that they are operating correctly. Discharge locations or points shall be inspected regularly to ascertain whether erosion control measures are effective in preventing sedimentation and subsequent degradation of receiving water quality in violation of receiving water quality standards. Vehicle entry and exist locations shall be inspected for evidence of offsite sediment and pollutant tracking and need for cleanup and improved BMP protection measures

- Deficiencies observed during inspections shall be noted and rectified before the end of the workday.

Additionally, the Contractor shall comply with the State Water Resources Control Board's Construction General Permit (CGP), as applicable to the project. Projects subject to the CGP include those that disturb one or more acres of soil, are less than one acre and are part of a common plan of development or sale, or applicable Linear Underground/Overhead Projects, and are required to obtain coverage under the State's CGP for Discharges of Storm Water associated with Construction Activity Construction General Permit Order 2009-0009-DWQ, and subsequent amendments thereto. Construction activities subject to this permit include clearing, grading, and disturbances to the ground such as stockpiling, or excavation, but do not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. Application for CGP coverage is made by the Contractor through a Notice of Intent (NOI) to the SWRCB and involves much interaction with the applicable RWQCB as CGP regulator. The Contractor shall develop and supply the City with NOI and associated Storm Water Pollution Prevention Plan (SWPPP) for review and records purposes.

CGP coverage requires the development and implementation of a SWPPP. The SWPPP contents are mandated by the SWRCB and are subject to change, and typically contain site map(s) which shows the construction site perimeter, existing and proposed buildings, lots, roadways, storm water collection and discharge points, general topography both before and after construction, and drainage patterns across the project. The SWPPP must illustrate the placement of BMPs for the construction project and list pollution prevention BMPs the discharger will use to protect storm water runoff. Additionally, applicable SWPPPs must contain a visual monitoring program and a chemical monitoring program for "non-visible" pollutants to be implemented. All SWPPPs must be developed by a Qualified SWPPP Developer (QSD) and implemented by a Qualified SWPPP Practitioner (QSP), and supplied to the City for review and comment. Additional CGP information can be found at the State Water Resources Control Board CGP website:

[http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/constpermits.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml)



Construction site storm water management and control measures shall be implemented year-round regardless of "season". All construction site BMPs shall be implemented at the appropriate level for the construction activity at hand and in a proactive manner during all seasons while construction is ongoing.

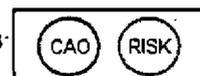
In addition to inspections performed by the City, the City's Environmental Compliance Division representative may perform periodic site monitoring visits to ensure the contractor complies with the requirements specified herein. The City shall provide copies of the completed site monitoring reports to the Contractor. In the event work is found non-compliant, a follow up site monitoring visit will be conducted to ensure non-compliant items have been corrected to the satisfaction of the City. If non-compliant items are not properly addressed prior to the follow up site monitoring visit, the costs associated with additional follow up site monitoring visits shall be deducted from the Contractor's final payment.

### **TREE PROTECTION REQUIREMENTS**

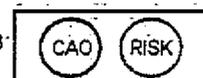
The following guidelines are established pursuant to Section 37-2.5 of the Monterey City Code, which states:

*All public or private construction projects requiring acquisition of a building permit shall comply with the tree protection guidelines established by the City in order to safeguard and protect any trees affected by said construction.*

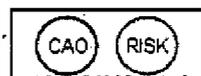
1. These Tree Protection Guidelines apply to all "Protected Trees" in the City of Monterey, defined as:
  - a. trees located on a vacant private parcel that are more than two inches (2") in diameter when measured at a point four feet six inches (4' - 6") above the tree's natural grade; and,
  - b. trees located on a private, developed parcel that are more than six inches (6") in diameter when measured at a point four feet six inches (4' - 6") above the tree's natural grade.
2. These standards do not apply to unprotected trees or trees previously approved for removal.
3. All cut, fill, and/or building foundations shall be located a minimum of 4.0 times the diameter of the tree away from the outside edge of the trunk of all trees scheduled for preservation. However, the minimum distance permitted shall be 6' - 0", away from the outside edge of the trunk for all trees of a trunk diameter less than 2' - 0". The diameter of a tree shall be measured at four feet six inches (4' - 6") above the surrounding grade [Diameter at Standard Height (DSH)].
4. All Protected Trees shall be marked with a spot of paint, or flagging and temporarily fenced during construction. The marking serves to notify City inspectors and workers that the tree is to be fenced at all times during construction. Fencing and marking shall be installed prior to the issuance of building or grading permits and shall be located at the edge of the root zone. The root zone is determined to be that area located out a distance 15 times the trunk diameter in all directions. At no time shall the fencing be located closer than 3' - 0" from the outside edge of the trunk or further than 3' - 0" away from the approved building wall line, foundation, retaining wall, or grade cut, whichever provides the greater distance from the tree trunk. Tree Protection Fencing (TPF) shall consist of 6' tall chain link on all commercial projects and four (4) feet tall plastic snow fencing on residential projects and shall be rigidly supported and maintained during all phases of construction. Fenced areas shall not be used for material stockpile, storage, vehicle parking, or dumping of materials, chemicals, or garbage. Fenced areas shall be maintained in a natural condition and not compacted. Removal of fencing shall only be approved by the City Forester.
5. Prior to the start of construction, all Monterey Pine trees scheduled for preservation shall have the lower 8' - 0", sprayed with Astro or Dragnet and then wrapped with plastic to reduce the potential for infestation by Red Turpentine Beetles. The plastic wrap and spray are used to control beetle attacks and shall remain on the tree throughout the construction period.
6. Utility and drain lines shall be located outside the TPA (Tree Protection Area) root zone of all trees scheduled for preservation. In cases where alternative routes are not available, utility conduit, pipe, wire and drain lines shall be tunneled under major roots. Major roots are determined to be those that exceed two (2) inches in diameter. In no case shall utility lines be permitted within 4.0 times the diameter of the trunk of any trees involved with construction unless the City Forester has approved with specific conditions in advance of work starting.



7. Projects that involve properties with several trees and proposed developments may require the owner or contractor to hire a private Certified Arborist to inspect and monitor the construction work to guarantee that the tree protection guidelines are enforced and that the trees to remain are not damaged, or negatively impacted during any phases of work.
8. All approved construction work within the root zone of trees scheduled for preservation shall observe the following minimum tree protection practices:
  - a. Hand trenching at point or line of grade cuts closest to the trunk to expose major roots 2" in diameter or larger. In cases where rock or unusually dense soil prevents hand trenching, mechanical equipment may be approved by the City Forester, provided that work is closely supervised to prevent tearing or other damage to major roots.
  - b. Exposed major roots shall be cut with a saw to form a smooth surface and avoid tears or jagged edges.
  - c. Absorbent tarp or heavy cloth fabric shall be placed over new grade cuts where roots are exposed and secured by stakes. 2" to 4" of compost or woodchip mulch shall be spread over the tarp to prevent soil moisture loss. The tarp should be thoroughly wetted at least twice per week to insure constant moisture levels until backfilling occurs. In very dry climate conditions, additional watering may be required to maintain a constant moisture level. This program of watering shall be maintained through all phases of construction including delays and other periods of inactivity.
  - d. Decks located within the root zone of trees scheduled for preservation shall be of post and beam construction to eliminate any need for root pruning or removal.
  - e. On-grade patios or paving that cover more than one-third of the feeder zone of pine trees or oak trees shall be constructed of permeable materials that allow aeration and water penetration. Patios and paving shall be combined with any other non-permeable surface or structure for purposes of calculating the one-third coverage standard. A maximum 80% compaction for permeable surfaces shall be allowed. The paving design shall specify this restriction.
  - f. Planting beneath trees scheduled for preservation shall take into consideration watering requirements of the tree to prevent damage from over or under watering. Planting beneath native oak trees are of special concern and should be avoided. At a minimum, all new irrigation should be directed away from the trunks of oak trees. Installing lawn or other planting that requires frequent watering insures a slow death for oak trees due to their sensitivity to over watering and susceptibility to oak root fungus. Over-watering may also damage native pines.
9. Failure to comply with these Tree Protection Standards is punishable by civil penalty, including citation and fines.
10. All Tree Protection devices must be in place prior to issuance of a Building Permit. Please contact Robert Reid, City Forester, at 831.646.3860 for inspection to confirm Tree Protection or with any general tree preservation questions.
11. Chapter 37, Preservation of Trees and Shrubs, is available at [www.monterey.org](http://www.monterey.org) or <http://www.codepublishing.com/ca/monterey>
12. These Tree Protection guidelines shall also apply to the following trees:
  - a. Trees located on a vacant public parcel that are more than two inches (2") in diameter when measured at a point four feet six inches (4'-6") above the tree's natural grade; and,
  - b. Trees located on a public developed parcel that are more than six inches (6") in diameter when measured at a point four feet six inches (4'-6") above the tree's natural grade; and,
  - c. Trees located within the public right-of-way that are more than two inches (2") in diameter when measured at a point four feet six inches (4'-6") above the tree's natural grade.



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**WHARF II CRITICAL REPAIRS (30C1354)**

**TECHNICAL SPECIFICATIONS**

**SECTION 02200  
DEMOLITION, REMOVAL AND DISPOSAL**

**PART 1 GENERAL**

**1.1 SCOPE OF WORK**

- A. Work includes preparation of the site to receive new construction by demolishing and removing existing structures and features as required to accommodate the new construction. The demolition scope of work includes, but is not limited to, the demolition and disposal of existing timber decking, existing asphalt, existing timber stringers, existing timber pile caps, existing timber piles and all related items within the limits shown on the demolition drawings.

**1.2 REQUIREMENTS**

- A. The work includes demolition or removal of all materials as required to perform the work shown the Project Drawings. All materials resulting from demolition work, except as indicated or specified otherwise, shall become the property of the Contractor and shall be removed from the limits of the work site. Remove debris from the site daily, unless otherwise directed; do not allow accumulations inside or outside project boundaries. Store materials that cannot be removed daily in areas approved by the City.

**1.3 PROTECTION**

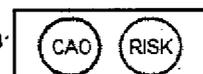
- A. Protect existing structures that are to remain in place, that are to be reused, or that are to remain on the site, by temporary covers, shoring, bracing, and supports. Any item damaged during performance of work shall be repaired or replaced with new. At no time, will the structural elements be allowed to exceed their capacity. Contractor shall provide new supports or reinforcement for existing construction weakened by demolition or removal work.
- B. The Contractor is responsible for coordinating demolition and removal work such that utilities are supported as required to ensure allowable spans are not exceeded at all times for the duration of the Project.
- C. Use of explosives will not be permitted.

**PART 2 PRODUCTS (Not used)**

**PART 3 EXECUTION**

**3.1 EXISTING FACILITIES TO BE REMOVED**

- A. Remove indicated existing structures as necessary to accomplish the work shown on the Project Drawings.
- B. Where concrete and asphalt are to be removed, saw cut paving along straight lines.
- C. Remove all existing piles to tip, if possible. At a minimum all pilings must be removed to three (3) feet below the existing mudline. The Contractor shall coordinate demolition work with new construction to prevent any interference between new piles and existing piles below the mudline.



- D. During demolition, use cranes or appropriate equipment to lift demolition debris (concrete, wood, steel) as it is separated from the structure.

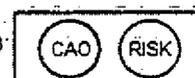
**3.2 DISPOSITION OF MATERIAL**

- A. All materials and equipment to be removed, except as specified otherwise, is vested in the Contractor upon receipt of notice to proceed. The City will not be responsible for the condition or loss of, or damage to, such property after notice to proceed.
- B. The Contractor is responsible for coordinating demolition work. The Contractor shall take care to keep debris, concrete rubble and other materials from falling into the water. No extra compensation shall be made for the removal of obstructions found within the area defined on the Plans.
- C. Floating booms shall be used to contain debris discharged into bay waters and any debris discharged shall be removed as soon as possible but no later than the end of each day.
- D. The Contractor shall be aware that existing and new timber elements are treated. Existing timber may be treated with creosote. All treated timber elements shall be disposed of in an appropriate site in accordance with local, state and federal government requirements.

**3.3 CLEANUP**

- A. Remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Clean up spillage from streets and adjacent areas on a daily basis.
- B. Comply with Federal, State, and local hauling and disposal regulations.

**END OF SECTION**



**SECTION 02457  
WOOD MARINE PILES**

**PART 1 GENERAL**

**1.1 SCOPE OF WORK**

- A. The work under this Section consists of installation of new timber piles as shown on the Plans and specified herein.

**1.2 REFERENCE STANDARDS**

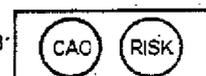
- A. State of California Department of Transportation (Caltrans) Standard Specifications, 2010
- B. American Wood Protection Association (AWPA)
- |         |  |
|---------|--|
| AWPA C1 | (2003) All Timber Product – Preservative Treatment by Pressure Process |
| AWPA C3 | (2003) Piles - Preservative Treatment by Pressure Processes            |
| AWPA M4 | (2002) Standard for the Care of Preservative-Treated Wood Products     |
| AWPA M6 | (2007) Brands Used on Forest Products                                  |
- C. ASTM International (ASTM)
- |           |   |
|-----------|---|
| ASTM B209 | (2010) Standard Specification for Aluminum Process and Aluminum-Alloy Sheet and Plate |
| ASTM D25  | (1999; R 2005) Round Timber Piles   |
- D. Western Wood Preservers Institute (WWPI)
- |                    |  |
|--------------------|--|
| WWPI Mgt Practices | (1996) Best Management Practices for the Use of Treated Wood in Aquatic Environments |
|--------------------|--|

**1.3 SUBMITTALS**

Provide the following submittals: Product Data

- Piles
- Polymer coating system
- Pile driving equipment

Submit complete descriptions of pile driving equipment, including hammers, leads, driving helmets, cushion blocks, driving blocks, collars, extractors, and other appurtenances for approval prior to commencement of work.



Closeout Submittals

Job piles driving records

Submit pile driving records within 15 calendar days after completion of driving.

1.4 QUALITY ASSURANCE

A. PRESERVATIVE TREATED PILES – TIMBER

The Contractor shall be responsible for the quality of treated wood products. Identify treatment on each piece by the quality mark of an agency accredited by the Board of Review of the American Lumber Standard Committee. Inspect all preservative-treated wood visually to ensure there are no excessive residual materials or preservative deposits. Materials shall be clean and dry or they will be rejected because of environmental concerns. All treated timber piles shall be polymer coated in accordance with Section 10705.

B. MSDS AND CIS

The Contractor shall have on hand Materials and Safety Data Sheets (MSDS) and Consumer Information Sheets (CIS) associated with timber pile preservative treatment. Contractor shall comply with all safety precautions indicated on MSDS and CIS. The Contractor shall provide MSDS and CIS to the City if requested.

C. DELIVERY, STORAGE, AND HANDLING

Handle and store piles in accordance with AWWA M4. Comply with paragraph entitled "MSDS and CIS." Special care shall be taken in supporting piles to prevent the including of excessive bending stresses in the piles. Piles shall be carefully handled without dropping, breaking of outer fibers, and penetrating the surface with tools. Peaveys, cant hooks, pikes, and other pointed tools shall not be used in handling treated piles.

PART 2 PRODUCTS

2.1 MATERIALS

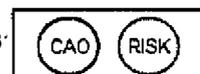
A. Piles

Provide Douglas fir, treated piles conforming to ASTM D25 and other requirements as specified. Splices will not be permitted. Each treated pile shall be branded by the producer, in accordance with AWWA M6. Pile butt diameter shall be 16" minimum and circumferences shall be 44 inches minimum as measured at 3 feet from the butt end. Provide piles with lengths to have a minimum 15 feet penetration below mudline.

B. Preservative Treatment.

Treat piles by the full-cell pressure process in accordance with AWWA C1 and AWWA C3 to the retention and penetration for marine piling in accordance with WWPI Mgt Practices, as follows:

1. Waterborne preservative (ACZA - Ammoniacal Copper Zinc Arsenate).



C. Pile Polymer Coating

Polymer coating of new timber piles shall be in accordance with Section 10705 Polymer Coating and Encapsulation of Round Timber Pile.

**PART 3 EXECUTION**

**3.1 INSTALLATION**

A. Pile Driving Equipment

Pile driving equipment shall meet the following requirements.

1. Pile Driving Hammers

Pile driving hammers shall be steam, air or diesel drip, single-action, double-acting, differential-acting, or vibratory type. The size or capacity of hammers shall be as recommended by the manufacturer for the pile weights and soils formation to be penetrated. The pile hammer shall be of sufficient weight and energy to install the specified pile without damage. Diesel powered hammers shall be operated at the rate recommended by the manufacturer throughout the entire driving period.

2. Leads

Leads are required and shall be fixed at the top and adjustable at the bottom. Swinging leads may be allowed if site conditions merit their use and are approved.

3. Driving Cap or Helmet and Cushion Block

Driving cap or helmet shall be an approved design and shall be capable of protecting pile heads, minimizing energy absorption, and transmitting hammer energy uniformly and consistently to piles. Place driving helmet or cap and cushion block combination between top of pile and the ram. Driving cap shall fit snugly on the top of piles and shall employ a cushion block to prevent impact damage to piles. The cushion block may be a solid or laminated softwood block with the grain parallel to the pile axis and enclosed in a close-fitting steel housing. The thickness of the block shall be suitable for the length of pile to be driven and the character of subsurface material to be encountered. If block is damaged, split, highly compressed, charred or burned, or has become spongy or deteriorated, replace with new block.

Under no circumstances will the use of small wood blocks, wood chips, rope, or other material permitting excessive loss of hammer energy be permitted.

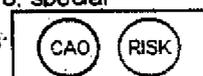
B. Pile Collars

Collars or bands for protecting pile butts against splitting, brooming, and other damage while being driven shall be of an approved design.

**3.2 DRIVING PILES**

A. Driving Piles

A complete and accurate record of the driving of piles shall be compiled by the Contractor for submission to the Engineer. When driving long piles of high slenderness ratio, special



precautions shall be taken to ensure against overstressing and leading away from a plumb or true position. During driving, pile driving hammers shall be operated at all times at the rate and conditions recommended by the hammer manufacturer. Each pile shall be driven continuously and without interruption until the required depth of penetration and penetration rate per blow have been attained in accordance with the contractor's design schedule. Deviation from this procedure will be permitted only in case the driving is stopped by causes which reasonably could not have been anticipated. Piles shall be driven to the full penetration required where practicable to do so without damage to the piles. If found impracticable to drive any pile to the depth required, such pile shall be cut off and abandoned or pulled as directed by the Engineer. Piles which have uplifted after driving shall be redriven to grade after conclusion of driving in that general area. After driving is completed, all piles shall be capped.

#### B. Tolerances in Driving Piles

Piles shall be accurately placed in the correct location and alignments both laterally and longitudinally and to the vertical as required. Manipulation to move piles into position will be permitted only within 6 inches tolerance to return the pile to the design location. Redrive heaved piles to the required tip elevation. Remove and replace with new piles those damaged, misplaced, driven below the design cutoff, or driven out of alignment, or provide additional piles, driven as directed at no additional cost to the City.

#### C. Records

Keep a complete and accurate driving record of each pile driven. Indicate pile location, deviations from design location, diameter, original length, mudline elevation, tip elevation, cutoff elevation, penetration in blows per foot for the last 10 feet, hammer data including rate of operation, make, and size, and unusual pile behavior or circumstances experienced during driving such as redriving, heaving, weaving, obstructions, and unanticipated interruptions. Make pile driving records available to the Engineer and City at the job site, a minimum of 24 hours after each day of pile driving. Include in the construction records the wood species, preservative type, retention, and producer of installed treated timber.

### 3.3 PROTECTION

#### A. Protection of Piles

Square the heads and tips of piles to the driving axis. Laterally support piles during driving, but do not unduly restrain piles from rotation in the leads.

#### B. Damaged Piles

Driving of piles shall not subject them to damage. Piles which are damaged, split, broomed, or broken by reason of internal defects or by improper driving below cutoff elevation so as to impair them for the purpose intended shall be removed and replaced; a second pile may be driven adjacent thereto at the Contractor's expense.

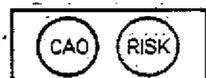
### 3.4 FIELD QUALITY CONTROL

#### A. Inspections

The Contractor shall be responsible for maintaining all records of pile driving activities and material certifications. The Contractor shall make all materials and records available to inspection by City representatives, to be performed at the City's discretion. When City inspections result in product rejection, the Contractor shall promptly segregate and remove rejected material from the premises. The City may also charge the Contractor an additional cost

of inspection or test when prior rejection makes reinspection or retest necessary.

END OF SECTION



**SECTION 02458  
PILE PROTECTION SYSTEM FOR TIMBER PILES**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

The work under this section includes furnishing and installing a permanent outer fiberglass sleeve, filling the annular space between the pile and the permanent sleeve with a non-shrink non-metallic underwater grout, and filling the top six (6) inches of the sleeve with a low modulus trowel grade epoxy. All materials shall be compatible and shall be manufactured by a single source.

**1.2 SUBMITTALS**

- A. **Shop Drawings:** Two (2) copies of shop drawings, showing locations of standoff spacers, method of fastening sleeve to piling, sealing the sleeve after installation, and bracing during placement of materials in the annular space between the sleeve and the pile, shall be prepared by the Contractor and submitted to the Engineer for approval prior to any field installations.
- B. **Certification and Materials Tests:** The Contractor shall furnish a certificate to the Engineer, attesting that the materials meet all the requirements contained herein and that the system submitted has been successfully used by city, state or federal agencies for a minimum of five years.

Certifications and material test submittals are not required for Fox FX-70 Jackets, FX-225 Non-Shrink Non-Metallic Underwater Grout and FX-763 Trowel Grade Epoxy, which are preapproved under this specification. The Contractor may propose alternate systems, which shall require submittals to the Engineer for approval.

**1.3 DELIVERY, STORAGE, AND HANDLING**

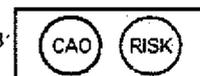
- A. **Material delivered to the site shall be new and undamaged.** Sleeves shall be stored and handled in the manner recommended by the manufacturer to prevent permanent distortion or damage. All repair or replacement costs for the sleeves, including additional materials and labor required, shall be at the Contractor's expense.

**PART 2 PRODUCTS**

**2.1 MATERIALS**

- A. **Sleeves:** The sleeves shall be made from durable, inert corrosion-free materials, with an interlocking joint. The sleeves shall be fabricated from fiberglass and polyester resins and shall be a minimum thickness of 1/8 inch unless otherwise shown on the plans. The inside face of the sleeve shall be textured similar to a sandblasted surface and have no bond-inhibiting agents in contact with the grout or epoxy. The sleeves shall be provided with non-corrosive standoffs, which will maintain the sleeves in the required positions. The sleeve shall be capable of being opened, placed around a pile and then returned to its original shape without damaging the sleeve. The sleeves may be equipped with a compressible sealing strip at the bottom, which will effectively seal the bottom of the annular space between the pile and sleeve.

- 1. **Water Absorption (ASTM D570)** 1% max
- 2. **Ultimate Tensile Strength (ASTM D638) Longitudinal, transverse and diagonal**  
15,000 psi



3. Flexural Strength (ASTM D796)	25,000 psi
4. Flexural Modulus of Elasticity (ASTM D790)	700,000 psi min
5. Barcol Hardness (ASTM D2583)	45 + 5
6. Color	Federal Color Standard No. 595A-Table VIII- 26622- Gray

The sleeves shall be FX-70 Jackets as manufactured by Fox Industries, Inc. of Baltimore MD (866-262-2013), or approved equal.

- B. Underwater Grout: Non-shrink, non-water separable cementitious grout shall be non-metallic, non-corrosive, and contain no chlorides. The grout shall have a 28 day minimum compressive strength of 7,000 psi. Non-shrink grout shall conform to ASTM C1107.

The grout shall be proportioned to meet the handling, placement and pumping requirements of the intended application and the design mix shall be submitted for approval. Viscosity of the mixed grout shall be such that it may be pumped without segregation between the sleeve and pile wall without the formation of voids.

Grout shall be FX-225 Non-Shrink Non-Metallic Underwater Grout as manufactured by Fox Industries, Inc. of Baltimore, MD (866-262-2013), or approved equal.

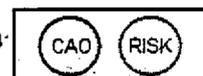
- C. Low Modulus Trowel Grade Epoxy: The trowel grade epoxy shall be moisture insensitive for application both above and below water. The epoxy shall adhere to wet wood, steel, and the fiberglass sleeves.

The trowel grade epoxy shall be FX-763 Trowel Grade Epoxy by Fox Industries Inc. of Baltimore, MD (866-262-2013), or approved equal.

### PART 3 EXECUTION

#### 3.1 CONSTRUCTION METHODS

- A. All pile surfaces to be covered with pile sleeves shall be thoroughly cleaned of oil, grease, dirt, and any other deleterious material, which would prevent proper bonding. Cleaning may be accomplished by wet blasting, wire brushing, water laser, or other approved methods, which will yield an equivalent result. No placement of the sleeves will be allowed until the pile cleaning has been approved. The Contractor shall provide containment around areas being cleaned to minimize impact to beneficial uses and habitat as required in Central Coast Regional Water Quality Control Board Certificate No. 32712WQ08.
- B. Construction Methods for Fox FX-70 Jackets and Accessories:
1. To install sleeves, place trowel grade epoxy into female portion of joint, spread sleeve open and place around pile; allow sleeve to return to original shape engaging interlocking joint. Install self-drilling, self-tapping stainless steel screws. After the sleeve is positioned to the proper elevation, seal the bottom of the annular space between the pile and sleeve before proceeding with cementitious grouting procedure.
  2. Cementitious grout shall be injected, at equal pressures, into the lower ports at the bottom of the pile sleeve. Grout shall be continuously injected until the grout reaches the top injection port of the sleeve.

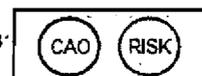


At the Contractor's option, he may install multiple levels of grout ports to minimize the pumping pressures. In this instance injection shall begin at the bottom level of injection ports. As the grout appears at the next higher port level, and it has been determined that the space between the pile and the sleeve is filled to that level, the lower ports shall be capped off and the injection begun at the next higher port level where the grout appeared. This process is repeated from port level to port level until the top of the grout is 6 inches from the top of the sleeve.

The injection process shall be continuous, except for brief interruptions when the injector is moved from port to port, and the speed of the injection process shall be controlled to prevent entrapment of water or air in the grout cavity being filled. The contractor shall have the option of pumping or pouring the cementitious grout.

3. After cementitious grouting is completed, fill the top 6 inches of the sleeve with the trowel grade epoxy and allow to cure.
  4. External bracing materials used for sleeve installation shall be removed after completion of the work and the exterior surfaces of the jackets shall be cleaned of any filler material or other extraneous material deposited on the pile jackets.
- B. Construction methods for alternate systems shall be submitted to the Engineer for approval.

**END OF SECTION**



**SECTION 02515  
ASPHALT CONCRETE PAVING**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES.**

- A. Asphalt concrete paving and striping.

**1.2 SUBMITTALS**

- A. Design Mix: Before any asphaltic concrete paving is constructed, submit actual design mix to the Engineer for review and approval. Design mix submittal shall follow the format as indicated in the Asphalt Institute Manual MS-2, Marshall Stability Method; and shall include the type/name of the mix, gradation analysis, grade of asphalt cement used, Marshall Stability (lbs.), flow, and effective asphalt content (percent).
- B. Material Certificates: Submit materials certificate to the Engineer signed by material producer and Contractor, certifying that materials comply with, or exceed, the requirements herein.

**1.3 JOB CONDITIONS**

- A. Weather Limitations:

1. Apply tack coat when ambient temperature is above 40°F, and when temperature has been above 35°F for 12 hours immediately prior to application. Do not apply when base is wet, contains excess moisture, or during rain.
2. Construct asphaltic concrete paving when atmospheric temperature is above 40°F.

**1.4 REFERENCES**

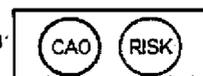
- A. MS-2-Mix design methods for asphaltic concrete and other hot mix types per The Asphalt Institute (AI).
- B. MS-3-Asphalt Plant Manual per The Asphalt Institute (AI)
- C. Hot Mix Asphalt Paving Handbook per US Army Corp of Engineers, UN-13 (CE MP-ET)
- D. MS-19-Basic Asphalt Emulsion Manual per The Asphalt Institute (AI)
- E. ASTM D946 - Penetration - Graded Asphalt Cement for use in Pavement Construction
- F. ANSI/ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures using 10 lb (4.54 Kg) Hammer and 18 inch (457 mm) Drop.
- G. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth), Method B (Direct Transmission).
- H. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.

**PART 2 PRODUCTS**

**2.1 MATERIALS**

- A. Provide asphalt-aggregate design mixture as shown on drawings. Use locally available materials and gradations, which exhibit satisfactory records of previous installations.
- B. Asphalt aggregate shall conform to CALTRANS Standard Specification Section 39 for type aggregate and Section 92 for asphalt.
- C. Asphalt Cement: Comply with CALTRANS Section 92
- D. Tack Coat: Comply with CALTRANS Section 92

**2.2 EQUIPMENT**



Maintain equipment in satisfactory operating condition and correct breakdowns in a manner that will not delay or be detrimental to progress of paving operations.

### PART 3 EXECUTION

#### 3.1 ASPHALT PAVING

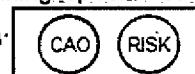
- A. The recommend waterproof asphalt wearing surface system consists of a preformed waterproof sheet membrane placed on top of the wooden deck, and an asphalt surface course placed over the membrane. The following present components and system performance specifications.
- B. The total thickness of the asphalt system shall match the existing pavement such that the final surface is smooth and level within the tolerances described in Section 3.05 of this specification. The Contractor shall cease repairs and inform the Engineer in the event that areas are encountered where it is not possible to achieve the minimum layer thicknesses described herein while maintaining an even wearing surface.

#### 3.2 DECK PREPARATION

- A. Sawcut existing pavement to produce a clean, straight edge for new work to meet. The asphalt surface shall be removed and the deck inspected to ensure deterioration has not occurred. Deteriorated wood components shall be replaced.
- B. Verify that substrate has been inspected and that substrate is hard, uniform, stable, true to gradients and elevations, and dry prior to any base course construction. Then, the deck must be swept to remove loose dirt, gravel, or other debris.
- C. Replace timber decking where rot, decay or other damage has occurred that affects the strength and stiffness of the deck or adhesion between the asphalt base course and the deck
- D. Excess preservative chemicals may interfere with the bond between the base course and the deck. Blotters such as sand or absorbent cloth remove excess chemicals that may be present on the surface of the deck. The blotter material should be removed just prior to placing the base course.
- E. Do not begin paving work until deficient base material areas have been corrected and are ready to receive paving.

#### 3.3 MEMBRANE

- A. The membrane shall be a preformed, asphalt-impregnated, waterproof, self- adhering sheet compatible with the asphalt base and surface mixture. Table 1 describes performance properties for the membrane.  
  
In addition, the system should be capable of exceeding 90,000 test cycles at a differential panel deflection of 1.27 mm (0.05 in) without tearing or punching the membrane. Membrane products that were tested (Howard 1997) and conformed to these requirements were M400A waterproof membrane fabricated by Protecto Wrap Company (Denver, Colorado), Petrotac self-adhesive non-woven fabric manufactured by Phillips Fiber Corp. (Greenville, South Carolina), and Bituthene 5000 fabricated by W.R. Grace Co. (Cambridge, Massachusetts). Other membranes may be acceptable; check with manufacturers for performance properties. Membranes shall be supplied with a mastic to seal the membrane edges.
- B. Immediately prior to placing the membrane, the timber must be cleaned to remove all loose dirt and debris. The membrane shall be placed in a shingle fashion, working from lower elevations of the deck.
- C. The edges (parallel to slope) of the membrane shall be overlapped a minimum of 75 mm (3 in.), and the ends (perpendicular to slope) overlapped a minimum of 150 mm (6 in.). End joints shall be staggered to a minimum of 305 mm (12 in.).
- D. The membrane shall be rolled into place using a linoleum-type roller, taking special care to



eliminate air pockets. Air pockets greater than 75 mm (3 in.) in any dimension remaining after completion of installation shall be punctured with a sharp pointed object (an ice pick, for example) and the air forced out. The area surrounding the puncture shall be coated with mastic and a membrane patch applied with a 75-mm (3-in) minimum overlap. All edges and ends of the membrane must be sealed with a mastic supplied by the manufacturer.

- E. Test the membrane in three locations to ensure it has adhered to the base course properly. To test the shear strength, a 305 by 305 mm (12 in by 12 in) section of the membrane shall be cut out and lifted from the base course with a scale attached to the edge. The minimum force required to lift the test section shall be 222 N (50 lb).

### 3.4 SURFACE COURSE & STRIPING

- A. The maximum aggregate size in the surface course mix design shall be 1/2". The surface course shall match the existing asphalt paving elevation at the edge of existing paving to remain.
- B. The asphalt surface course shall be placed and compacted in accordance with California Department of Transportation Specifications or other governing agency specifications.
- C. Within 2 days of the application of the membrane the asphalt surface course must be placed. All construction traffic must stay off the membrane-covered deck prior to applications of the asphalt surface course. To ensure that the shear bond strength between the membrane and surface course exceeds 172 kPa (25 lb/in<sup>2</sup>) the membrane shall be clean of all dirt and debris.
- D. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.
- E. Reinstate striping that has been damaged or removed during asphalt replacement to match existing striping.

### 3.5 FIELD QUALITY CONTROL

- A. Grade Control: Establish and maintain required lines and elevations.
- B. Temperature: The Contractor shall monitor the asphaltic concrete mixture immediately prior to spreading asphalt mixture to certify that the temperature range requirements of CALTRANS Standard Specification are met.
- C. Thickness: In-place compacted thickness shall not be less than thickness specified on the drawings and in this specification. Areas of deficient paving thickness shall receive a tack coat and a minimum 1" overlay; or shall be removed and replaced to the proper thickness, at the discretion of the Engineer; until specified thickness of the course is met or exceeded at no additional expense to the Owner.
- D. Surface Smoothness: The Contractor shall perform testing on the finished surface of each asphalt concrete course for smoothness, using 10'-0" straightedge applied parallel with, and at right angles to centerline of paved area. The City shall be allowed to observe all tests at their discretion. Surfaces will not be acceptable if the following 10' straightedge tolerances for smoothness are exceeded. Wearing Course Surface: 3/16"
- E. Check surface areas at intervals necessary to eliminate ponding areas. Remove and replace unacceptable paving as directed by the Engineer.

END OF SECTION



**SECTION 03311  
TROWEL GRADE EPOXY AND UNDERWATER GROUT**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Trowel grade epoxy and underwater grout.

**1.2 SUBMITTALS**

- A. Submit product technical data sheets to the Engineer for review and approval.

**PART 2 PRODUCTS**

**2.1 TROWEL GRADE EPOXY**

- A. FOX (now Simpson Strong Tie) FX-763 Low-Modulus Trowel-Grade Epoxy is a two-component, 100% solids, moisture-tolerant, non-sag epoxy designed for vertical, horizontal, and overhead applications and uses.

- B. FX-763 exceeds the performance requirements of ASTM C 881, Type I, Grade 3, Class B.

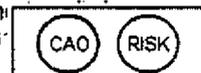
- C. FX-763 has the following properties:

Tensile strength, 72°F, ASTM D 638	6,000 psi min (34.5 MPa)
Linear coefficient of shrinkage on cure per ASTM D 2566	0.005
Compressive strength, at 7 days ASTM D 695	9,000 psi min (62 MPa) per
Compressive modulus per ASTM D 695	200,000 psi (1,380 MPa) Bond
strength (slant shear), 7 days per ASTM C 882	2,500 psi min (10.3 MPa)

**2.2 UNDERWATER GROUT**

- A. Fox (now Simpson Strong Tie) FX-225 non-shrink underwater grout is a high-strength, non-metallic, non-segregating grout designed with special anti-washout admixtures, corrosion inhibitors, and polymers. FX-225 can be pumped or tremied underwater to grout machinery and fiberglass pile jackets and to repair deteriorated concrete without de-watering.

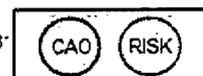
- B. FX-225 can be troweled, pumped, or tremied. For pumping applications, pump properly mixed FX-225 through a port installed at the bottom of the form and fill to the desired level, allowing water to displace either from the top of the form or through a port installed at the top of the form. All submerged forms should be inspected by a professional diver during the filling process to check for leaks and proper placement. For tremie applications, make sure the hose extends all the way to the bottom of the form. Fill the form to the desired level, allowing water to displace from the top of the form. Depending on the depth of the pour and size of the vessel, th



need to be retracted as the form fills to maintain flow.

C. FX-225 has the following properties:

Splitting Tensile Strength ASTM C496,		600 psi (4.14 MPa) 28 days
Yield per ASTM C138		0.47 ft <sup>3</sup> 0.013 m <sup>3</sup>
Density per ASTM C138		134 lb./ft <sup>3</sup> (2,146 kg/m <sup>3</sup> )
Compressive Strength	1 day	4,000 psi (27.6 MPa)
per ASTM C109	3 days	5,400 psi (37.2 MPa)
	7 days	6,800 psi (46.9 MPa)
	28 days	8,000 psi (55.2 MPa)
Height Change		
ASTM C1090		Shows positive expansion
28 days		Less than 0.1% expansion
Volume Change		Less than 0.5% expansion ASTM
C827		
Flexural Strength, 28 days		1,500 psi (10.3 MPa) ASTM
C348		
Freeze Thaw Resistance		100% durability factor ASTM
C666, 300 cycles		
Bond Strength		
ASTM C882M, hardened to grout	28 days	3,000 psi plastic
Modulus of Elasticity		4.9 x 10 <sup>6</sup> psi (33,780 MPa) ASTM
C469, 29 days		
Resistance to De-icing Salts		Excellent resistance – ASTM C672,
50 cycles		0 grams loss/ 0 visual rating
Bleeding, ASTM C232-C940		No bleeding
Length Change		
ASTM C157 – wet cured		Shrinkage compensated – meets ASTM C157 requirements of ASTM C928 and ASTM C1107 showing positive expansion less than 0.15% when wet cured





- P. ASTM F593 – Stainless Steel Bolts, Hex Cap Screws, and Studs
- Q. ASTM F594 – Stainless Steel Nuts
- R. ASTM F844 – Washers, Steel, Plain (Flat), Unhardened for General Use
- S. AWS A2.4 – Symbols for Welding, Brazing, and Nondestructive Examination
- T. AWS D1.1 – Structural Welding Code
- U. SSPC SP 6 – Commercial Blast Cleaning

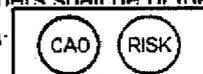
### 1.3 SUBMITTALS

- A. Evidence of conformance to the referenced standards and requirements shall be submitted for the following in accordance with the requirements of the Construction Submittal Requirements Section of Division 1.
  - 1. Submit shop drawings and fabrication details for approval prior to fabrication. Prepare in accordance with AISC 326, AISC 316 and AISC 317. Drawings shall not be reproductions of contract drawings. Include complete information for the fabrication and erection of the structure's components, including the location, type, and size of bolts, welds, member sizes and lengths, connection details, blocks, copes and cuts. Use AWS standard welding symbols.
  - 2. Mill Test Reports: Submit indicating structural strength, destructive and non-destructive test analysis
  - 3. Welders Certificates: Certify welders employed on the Work, verifying AWS qualification within the previous 12 months.
  - 4. Welding Procedures and Qualification Test Records
- B. Shop fabrication details shall be submitted in accordance with the requirements of Division 1 before fabrication commences.

## PART 2 PRODUCTS

### 2.1 MATERIALS

- A. Structural W, C and L shapes shall conform to ASTM A992 Grade 50. HSS shapes shall be ASTM A500 Gr B. Plate and bar sections shall be ASTM A36. All structural shapes shall be hot dip galvanized after fabrication in accordance with ASTM A123/A123M Grade 100 and ASTM A153 for hardware.
- B. Pipe shall be Grade B, conforming to ASTM A53.
- C. Steel to steel connections shall be made with high-strength ASTM A325 Type 1 bolts. Steel to wood connections shall be made with ASTM A307 bolts. Anchor rods shall be ASTM F1554 grade 36. The bolt heads and the nuts of the supplied fasteners must be marked with the manufacturer's identification mark, the strength grade and type specified by ASTM specifications.
- D. Nuts for ASTM A325 bolts shall be heavy hex style grade DH3 or C3. Nuts for ASTM A449 shall be ASTM A563 with F 436 flat washers. Unless otherwise specified, all washers shall be of the



same alloy group, and shall have a specified minimum proof stress equal to or greater than the specified minimum full-size tensile strength of the externally threaded fastener.

- E. Welding electrodes shall conform to the requirements of AWS D1.1 for the manual shielded metal arc or submerged arc welding process.

## 2.2 FABRICATION

- A. Fabrication shall conform to the AISC Specification for the Design, Fabrication, and Erection of Structural Steel.
- B. Welding shall conform to the American Welding Society Structural Welding Code, AWS D1.1.
- C. All ferrous metal items shall be hot dip galvanized after fabrication in accordance with ASTM A123/A123M Grade 100. Hardware shall be galvanized in accordance with ASTM A153 and shall not be less than two ounces per square foot. Galvanizing shall be performed before shipment and shall be a hot dip process.
- D. Preparation prior to galvanizing shall be by acid pickling. Galvanizing shall be performed the same day as pickling. After pickling and before galvanizing, all items shall be heated to 300 degrees F to expel hydrogen absorbed during pickling.
- E. Components of bolted assemblies shall be galvanized before assembly. Welded assemblies shall be galvanized after welding.
- F. Zinc coating shall adhere tenaciously to the steel surface, shall be free from blisters and excess zinc, and be even, smooth and uniform throughout. All cutting, punching, drilling and other machine work shall be performed as far as possible before galvanizing, the areas from which galvanizing has been removed shall be touched up in the manner described for repairs.
- G. Cleaning shall be in accordance to SSPC SP 6. Maintain steel surfaces free from rust, dirt, oil, grease, and other contaminants through final assembly.
- H. Galvanized items that are damaged shall be repaired with ZRC cold galvanizing compound, or approved equal, applied in accordance with the manufacturer's instructions.

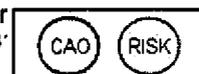
## PART 3 EXECUTION

### 3.1 IDENTIFICATION AND PROTECTION

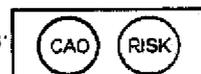
- A. Every item shall, before shipment, be clearly marked in waterproof paint with its piece number or location.
- B. The Contractor shall protect all items during storage and installation, and until the work has been accepted by the City.

### 3.2 INSTALLATION

- A. Make all work square, plumb, straight and true, accurately fitted, with tight joints and intersections. Members shall have sharply defined profiles and be free from twists, bends and defects impairing strength and durability. Items not presenting a finished and workmanlike appearance will be rejected.
- B. Clip off projecting edges and corners. Finish and dress surfaces, edges and welds, smoothly and neatly by grinding, chipping and wire brushing. Reduce sharp edges by grinding to (1/4 inch) radius unless otherwise specified on the contract drawings. Do not flame cut holes or enlarge holes by burning unless approved by the Engineer

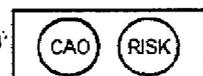


- C. Do not tighten anchor bolts set in concrete with impact torque wrenches. Punch, subpunch and ream, or drill bolt holes. Bolts, nuts, and washers shall be clean of dirt and rust and lubricated immediately prior to installation.
- D. ASTM A325 bolts shall be tightened to a "snug tight" fit. "Snug tight" is the tightness that exists when plies in a joint are in firm contact. If firm contact of joint plies cannot be obtained with a few impacts of an impact wrench, or the full effort of a person using a spud wrench, notify the Engineer for further instructions.
- E. ASTM A325-SC bolts shall be fully tensioned to the required minimum percent of their minimum tensile strength as per AISC Manual of Steel Construction, unless otherwise specified on the contract drawings. Give special attention to ensure that the proper tightening torque is applied. Bolts shall be installed in connection holes and initially brought to a snug tight fit. After initial tightening procedure, bolts shall then be fully tensioned, progressing from the most rigid part of the connection to the free edges.
- F. ASTM A449 threaded fasteners shall be installed as shown on the contract drawings. Install ASTM A563 nuts and ASTM F436 flat washers for ASTM A449 threaded fasteners.
- G. Fabricate and assemble structural assemblies in shop to the greatest extent possible. Fabricate items of structural steel in accordance with AISC S303 and as indicated on final shop drawings.
- H. Welding procedures that conform to Section 3 of AWS D1.1 will be deemed prequalified.
- I. Procedures other than those prequalified shall be qualified by tests as specified in Section 4 of AWS D1.1.
- J. Welding shall be performed only by welders or operators who have been qualified in accordance with Section 4 of AWS D1.1, and their qualifications test records shall be made available to the Engineer.
- K. Welds shall be of uniform width and size throughout their length. Each layer shall be smooth and free from slag, cracks, pinholes and undercut, and completely fused to the adjacent weld beads and base metal. The cover pass shall be free from coarse ripples, high crown deep ridges and valleys between beads, and shall blend smoothly and gradually into the surface of the base metal.
- L. Fillet and groove welds shall be of specified size with full throat and the legs of uniform length.
- M. Repair, chipping or grinding of welds shall not gouge, groove or reduce the base metal thickness.
- N. Field welds will be permitted only where shown on the Plans. They shall be of the type and size indicated and shall be performed in accordance with AWS D1.1.
- O. If reaming or cutting is deemed necessary to correct minor misfits, the approval of the Engineer shall first be obtained.
- P. Welded or reamed areas shall be repaired with galvanized metal primer or epoxy coating, as appropriate, in accordance with the manufacturer's instructions.
- Q. Galvanized items which have been damaged or rusted shall be repaired in a method and with paint conforming to ASTM A780. Damaged or rusted areas shall be thoroughly cleaned by wire brushing or grinding. They shall then be repaired using ZRC cold galvanizing compound (800-831-3275) per manufacturer's recommendations to repair damaged galvanized areas.



- R. The coats shall have a combined dry film thickness of not less than six mils. Field welds shall be brushed-coated in the same manner, after cleaning and the removal of all slag. Do not heat surfaces to which repair paint has been applied.

**END OF SECTION**



**SECTION 06100  
ROUGH CARPENTRY**

**PART 1 GENERAL**

**1.1 SUMMARY**

Work included: Rough Carpentry includes, but is not necessarily limited to:

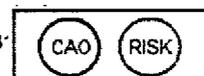
- A. All wood framing indicated on the drawings and otherwise required for a complete and operable facility.
- B. All blocking, backing, bracing, framing, sheathing and other rough carpentry work required by other work in this project.

**1.2 QUALITY ASSURANCE**

- A. Governing Specifications: Materials and installation of Rough Carpentry shall comply with pertinent provisions of the following:
  - 1. Douglas Fir, Hemlock and Cedar: "Standard Grading Rules for West Coast Lumber", No. 17, latest edition, published by the West Coast Lumber Inspection Bureau.
  - 2. Plywood: Product Standard PS-1-07 of the U.S. Department of Commerce, Bureau of Standards, and shall be APA Rated Sheathing or Sturd-I-Floor panels, American Plywood Association.
  - 3. Pressure Treatment: Standards U1 of the American Wood Protection Association (AWPA) latest edition. Plywood shall be treated in accordance with American Wood Protection Association Standard C9.
  - 4. Rough Hardware: "Specification for Structural Steel Buildings", of the American Institute of Steel Construction, latest edition.
  - 5. Wood Preservatives: (non-Pressure) Standard P-5 of the American Wood Protection Association, latest edition.
- B. Standards: All work shall conform to the latest edition of the California Building Code (CBC) and the AF&PA/AWC National Design Specification.
- C. Conflicting Requirements: In the event of conflict between pertinent codes and regulations and the requirements of the referenced standards or these Specifications, the provisions of the more stringent shall govern.

**1.3 PRODUCT HANDLING**

- A. Use all means necessary to protect lumber materials before, during and after delivery to the job site, and to protect the installed work and materials of other trades.
- B. Deliver the materials to the job site and store, all in a safe area, out of the way of traffic, and shored off the ground surface to insure proper ventilation and drainage.
- C. Store all grades separately from other grades.
- D. Protect all metal products with adequate weatherproof outer wrappings.



E. Use care in the off-loading of lumber to prevent damage, splitting and breaking of materials.

#### 1.4 COORDINATION

A. Coordinate Rough Carpentry work with other Sections to insure that all blocking, backing, bracing, framing, sheathing and other rough Carpentry work required by design or implication is installed where shown on the Drawings and where required.

### PART 2 PRODUCTS

#### 2.1 IDENTIFICATION

- A. Framing Lumber: Identify each piece with the grade stamp of the West Coast Lumber Inspection Bureau.
- B. Plywood: Identify each piece with the grade stamp and span rating of the American Plywood Association.
- C. Other: Identify all other materials of this section by the appropriate stamp of the Agency listed in the reference standards, or by such other means as are acceptable in the advance by the Engineer.

#### 2.2 LUMBER

A. General:

1. Moisture content shall be 19% maximum.
2. Finish shall be S4S.
3. Lumber shall be Doug Fir No. 1 or better, graded in accordance with the WCLIB. Blocking shall be Douglas Fir number 2 or better.
4. All lumber shall be treated with ACQ with a minimum retention of 0.6 pcf in accordance with AWWA Standards. Treat cut edges and holes with copper naphthenate.

#### 2.3 PLYWOOD

Plywood sheathing shall be APA rated Preservative Treated Exterior Exposure, conforming to US Product Standard PS 1-07 for Construction and Industrial Plywood. All plies shall be group 1 or 2 species, five plies minimum. Space panel ends and edges with 1/8" minimum gap. Where wet or humid conditions prevail, double this spacing. Each sheet shall be stamped with the PS and/or APA grade mark:

A. Deck Plywood shall be preservative treated T&G Species Group 2 or better, Identification Index 48/24, or equivalent APA Rated Sheathing. Plywood shall be installed in sheets no smaller than 3' x 3'. Recommend ordering 5 ply B- B preservative treated exterior grade plywood with 40/20 span rating in 9'-0" or 12'-0" sheet lengths to minimize cut lengths. Contractor is required to provide additional nailing or removal and replacement of damaged plywood in areas of overdriven nails as directed by the Engineer.

#### 2.4 FASTENERS

- A. Nails: Domestic Common (unless noted otherwise on Drawings) ASTM F1667. Hot-dipped galvanized unless noted otherwise.
- B. Bolts: ASTM A307 hot dipped galvanized.



- C. Use galvanized malleable iron washers at all heads and nuts that would otherwise bear directly on wood.

## 2.5 OTHER MATERIALS

- A. All other materials not specifically described but required for a complete and proper installation as shown on Drawings, shall be new, suitable for the intended use and subject to the acceptance by the Engineer of Record.

## PART 3 EXECUTION

### 3.1 WORKMANSHIP

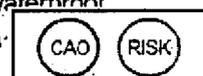
- A. General: All rough carpentry shall produce joints true, tight and well nailed with all members assembled in accordance with the Drawings and with all pertinent codes and regulations. Framing shall be straight, true and plumb.
- B. Selection of Lumber Pieces:
  - 1. Carefully select all members; select individual pieces so that knots and obvious defects will not interfere with placing for proper nailing or making proper connections.
  - 2. Cut out and discard all defects which will render a piece unable to serve its intended function; lumber may be rejected by the Engineer of Record whether or not it has been installed, for excessive warp, twist, bow, crook, mildew, fungus or mold, as well as for improper cutting and fitting.
  - 3. Shimming: Do not shim framing components without approval of the Engineer.

### 3.2 GENERAL FRAMING

- A. Block all stringers.
- B. Do not notch, bore, or cut members for pipes, ducts, conduits, or other reasons except as shown on the Drawings or as approved by the Engineer.

### 3.3 INSTALLATION OF PLYWOOD SHEATHING

- A. Placement:
  - 1. Place all plywood with face grain perpendicular to supports and continuously over at least two supports, except where otherwise noted on the Drawings.
  - 2. Center joints accurately over supports; unless noted otherwise on the Drawings, stagger the end joints of plywood panels to achieve a minimum of continuity of joints.
  - 3. Nail all panel edges to framing members or blocking at least 1-1/2" thick. Space nails at panel edges as indicated on Drawings or if not shown, in accordance with CBC requirements. Place nails not less than 3/8" from panel edges and driven solidly into the support.
  - 4. Plywood shall be installed in sheets no smaller than 3' x 3'. Recommend ordering 5 ply B-B preservative treated exterior grade plywood with 40/20 span rating in 9'-0" or 12'-0" sheet lengths to minimize cut lengths.
- B. Protection of Plywood: Protect all plywood from moisture by use of all required waterproof



coverings until the plywood has in turn been covered with the next succeeding component or finish.

### 3.4 FASTENING

#### A. Nailing:

1. Use only common wire nails or spikes except where noted otherwise on the Drawings.
2. All nailing to conform to minimum requirements shown on the Drawings.
3. For conditions not covered on the Drawings, provide penetration into the piece receiving the point of the nail not less than 1/2 the length of the nail or spike provided, however, 16d nails may be used to connect two pieces of two inch (nominal) thickness.
4. In diaphragms, the minimum penetration shall be 1-1/2" for 8d nails and 1-5/8" for 10d nails.
5. Do all nailing without splitting wood, preboring to 70% of nail diameter as required; replace all split members.

#### B. Bolting:

1. Drill holes 1/16 inch larger in diameter than the bolts being used; drill straight and true from one side only.
2. Use malleable washers under head and nut where both bear on wood; use malleable washers under all nuts.

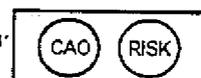
#### C. Lag Screws:

1. Anchorage embedment in piece lagged to shall not be less than eight times the lag screw diameter, not counting the length of the tapered tip.
2. Prebore holes for lag screws to 70% of shank diameter; enlarge holes to shank diameter for length of shank.
3. All lag screws shall be turned into their final position. Do not drive or hammer lag screws.

#### D. Washers:

1. Washers on bolts in shear shall have a thickness not less than 1/10 the length of the washer's longest side, or of malleable iron having a thickness of not less than 1/2 the bolt or screw diameter. Use malleable iron washers in all exposed locations.
2. Washers shall have a bearing surface for the nut or head which is not less than equal in diameter to the long diameter of the nut or head.

END OF SECTION



**SECTION 10704  
FLEXIBLE TIMBER PILE WRAP SYSTEM**

**PART 1 GENERAL**

**1.1 DESCRIPTION**

**A. Work Included**

- a. This section specifies requirements for wrapping timber piles with petrolatum based protection modules. All products used by the Contractor, as a part of the encapsulation system, shall be manufactured by a single manufacturer to ensure product compatibility. The manufacturer of the encapsulation system shall be a member of the Steel Structures Painting Council (SSPC) or the National Association of Corrosion Engineers (NACE).
- b. The work specified in this section consists of surface preparation of the pile and encapsulation.

**1.2 REFERENCES**

- A. Federal Standards
- B. American Society for Testing and Materials (ASTM) Publications

**1.3 QUALITY ASSURANCE**

- A. **Sample Installation:** If so directed by the Engineer, prior to commencing production installation, each team to be protecting piles shall clean and wrap 1 pile, which shall be inspected by the Engineer and his diver/inspector. Upon approval of the sample, production may commence and approved samples shall be used by the Engineer as standard for judging the work of this section.
- B. **Manufacturer's Representative:** The Contractor shall arrange for a qualified technical representative of the manufacturer of the approved system to be present at the construction site to instruct and demonstrate the application procedures.

**1.4 DELIVERY, STORAGE, AND PROTECTION**

- A. Deliver materials in original packages, containers, boxes or crates bearing the name of the manufacturer, brand, and model. Store all materials and equipment delivered to the construction site, so that weather conditions or other potential hazardous situations are properly taken into account. Exercise particular care to avoid damaging materials throughout all lifting or handling operations.

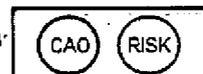
**PART 2 PRODUCTS**

**2.1 ACCEPTABLE SYSTEMS**

- A. TC Enviroshield Series 'T' with TC Envirotape inner wrap as manufactured by The Tapecoat Company, Evanston, Illinois (800-758-6041).

**2.2 MATERIALS**

The materials used consist of a petrolatum inner layer protected by an outer jacket and sealed with stainless steel bands, top and bottom, and vertically with a moldable sealant secured with large headed stainless nails. Materials shall conform to the following respective specifications:



A. Inner Petrolatum Material - TC Envirotape or equal: Thickness  
- 60 mils

Bacteria resistance - Excellent

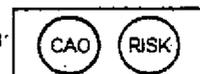
Low Temperature (ASTM D-1737) - Excellent Operating

Temperature - 200 degree F

B. Outer Jacket Material - TC Envirosshield Series T: The flexible outer jacket shall be an EPDM coated polyester scrim with integral ripstops. It shall be new, non-rigid, domestic, virgin material. Use of reprocessed material is prohibited. The sheet shall be uniform throughout, free from dirt, oil, and other foreign matter and free from cracks, creases, wrinkles, bubbles, pits, tears, holes and any defects that may affect its service. The plasticizer system shall be such as to insure stability and adequate resistance of the barrier to fungal and bacterial degradation. The use of water-soluble compounds in the ingredients is prohibited. A black pigment shall be dispersed to produce an even color, which is fade resistant in sunlight. The barrier shall be of a width ample to encircle each pile to maintain a continuous airtight fit at the final fastening. The system shall conform to the following mechanical and physical requirements:

<u>Property</u>	<u>Requirements</u>	<u>Test Method</u>
Material	Reinforced EPDM	
Thickness	40 Mils	ASTM D 751
Weight	0.28 lb/ft <sup>2</sup>	
Specific Gravity	1.15 ± 0.05	ASTM D-279
Breaking strength	100 LBF/IN	ASTM D 751
Elongation at break	350%	ASTM D 751
Tongue tear strength	35 LBF	ASTM D 751
Brittleness point	-50° F	ASTM D 2137
Ozone resistance	NO CRACKS	ASTM D 1149
Water Absorption mass	2	ASTM D 471
<b><u>Heat Aging 28 Day at 240 °F:</u></b>		
Breaking Strength	90 LBF	ASTM D 751
Elongation at Break	250%	ASTM D 412
Tongue Tear Strength	25 LBF	ASTM D 751
Linear Dimension Change	±1%	ASTM D 1204

C. Stainless Steel Banding and Clamps: Type 316 Stainless Steel, 3/4" wide, 0.030" thick with fully rounded smooth edges.



D. Moldable Seals (gaskets):

The moldable seal material shall be a 100% solids formulation of thermoplastic elastomeric and synthetic resins. The seal material shall conform to the following requirements:

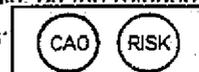
<b>Property</b>	<b>Requirements</b>
Thickness	60 Mils min.
Service Temperature Flexibility	-30 to 150° F
Flexibility	½" radius @ -20° F No cracking
Water Absorption	Less than 5%

- E. Nails: Ring shank Type 316 Stainless Steel, full diameter head, 2-1/2" long, 8 gauge (0.165" dia).

**PART 3 EXECUTION**

**3.1 INSTALLATION**

- A. **Cleaning and Surface Preparation:** The entire surface of each pile shall be thoroughly cleaned to remove all marine growth and foreign matter for the entire length that is to be covered by the barrier wrap. The cleaning does not require the removal of surface growths from cavities or other indentations that do not come in contact with the barrier. But does require removal of all surface projections such as nails, bolts, large splinters, fouling organisms, and other surface conditions that would either penetrate the wrap or cause undue deformation. Pile wrapping must be completed within 72 hours of the cleaning of the pile, unless a longer time period is permitted by the Engineer.
- B. **Location: Size of Barrier Wrap: Number of piles to be wrapped** shall be as indicated on the Contract Drawings. Barrier wraps shall begin at minimum top elevation 2 feet above the highest high tide location and down to a point 24" below the final mud line elevation.
- C. The flexible barrier wrap (module) shall be installed as follows.
- a. Beginning at the top of the pile, spirally wrap the pile with water displacing petrolatum tape (min of 6" wide). Starting with a double layer at the top and then with a minimum of a 1" overlap of each previous layer. Overlap the end of each roll of tape a minimum of 6" to start a new roll. Apply sufficient pressure to the tape to provide continuous contact to the pile surface, smooth the overlaps by hand pressing out folds and pockets. Continue down the pile until the complete pile has been wrapped.
  - b. Position the EPDM outer wrap along the top of the piling, align the leading edge vertically & fasten the leading edge down the pile every 24" by nailing. Begin nailing at the top and nail down the pile, pulling the module vertical tight during the nailing operation. Drive the nails flush with the EPDM material, making certain the nail heads do not drive through the material.
  - c. Wrap the module around the piling, pull the material tight, remove the release liner and secure by nailing through the vertical batten every 6" with 2 ½" long nails as the release



liner is removed.

- d. Remove the release liner from the seal at each end of module. Band the module 2" from the top over the center of the seals.
- e. Repeat with the next module, if required, and position it with a 3" minimum overlap, over the previous module. Band at the center of the seal on the outer module.
- f. Continue overlapping the modules until the required length of pile has been wrapped, pull the bottom release liner and install the bottom band 2" from the bottom over the center of the seal.
- g. Back fill the dredged out area at the bottom of the pile to the required elevation.

A manufacturer meeting these specifications is:

The Tapecoat Company Evanston, IL

Ph 800-758-6041

A local Supplier for this product is:

Schrader Co. Sales, LLC 1326 5th  
Street – Suite B-2 Marysville, WA  
98270

Ph 425-377-1550

Fx 425-377-0408

**END OF SECTION**



**SECTION 10705  
POLYMER COATING AND ENCAPSULATION OF ROUND TIMBER PILING**

**PART 1 GENERAL**

**1.1 DESCRIPTION**

- A. This specification details the surface preparation and product application of a slow cure marine grade spray Polyurea coating on non-treated and treated wood products for encapsulation. The product must be marine grade and have self-leveling capabilities to provide a smooth surface. This specification is for application prior to installation and to provide a compatible field applied repair material for touch up after installation. The application is designed to prevent the leaching of treating products into the environment by applying a continuous coating product that also provides abrasion resistance.

**1.2 SUMMARY**

- A. Provide labor, materials, equipment and supervision necessary to install a marine grade spray Polyurea coating system to encapsulate treating products to protect the marine environment.
- B. The manufacturer's application instructions for each product used are considered part of these specifications and shall be followed at all times.

**1.3 SUBMITTALS**

- A. Submit product data sheets and literature verifying that the product has a history for use in marine environments and meets the physical properties and composition requirements.
- B. Contractor shall keep material safety data sheets on site. Contractor shall provide MSDS to the City if requested.

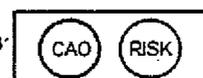
**1.4 QUALITY ASSURANCE**

- A. Supplier Qualifications: min 10 years personnel experience in manufacturing marine grade coating products and marine grade Polyurea.
- B. Applicator Qualifications: The applicator shall be trained and approved by the manufacturer to apply the system. Manufacturer's written verification of applicator approval is required. Applicator must have approved equipment for applying plural component products and have an approved facility with a certified spray booth meeting all local air quality standards.

**1.5 PRODUCT DELIVERY, STORAGE AND HANDLING**

- A. Containers and Packaging: Deliver materials in original sealed containers, clearly marked with manufacturer's logo, full product name, and lot number(s).
- B. Storage: Store materials at 70°F with careful handling to prevent damage to products. If conditions exceed these ranges, special consideration in storage must be taken. Do not store at high temperatures in direct sunlight.
- C. Protection: Protect all materials from freezing and other damage during transit, handling, storage, and installation.

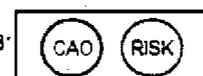
**1.6 PROJECT CONDITIONS**



- A. The minimum recommendations for material usage are for ideal conditions. The number of gallons per square feet may need to be increase due to uneven application, rough surface texture, wind conditions while spraying or other variables.
- B. The facility must have a mechanical turning device to insure even application and uniform thickness.
- C. The facility must have the ability to remove surface moisture by heat and air.
- D. Products to be coated must be dry, free of loose wood, splinters or sawdust and mechanical damage.
- E. Pressure-treated wood products: Only products treated in accordance with the Western Wood Preservers Institute (WWPI), Best Management Practices (BMPs) will be accepted for coating.

1.7 EXAMINATION OF CONDITIONS

- A. Temperature and environmental conditions must be in accordance the data sheet.
- B. The surface temperature is a minimum 5° above the dew point and no condensation is present on the surface.
- C. Surface preparation completed and in accordance to manufacturers specification.



- D. Work lighting is within industry standards.
- E. Start of work by the installer implies acceptance of conditions.

## 1.8 REFERENCES AND STANDARDS

All references and standards shall be in accordance with:

- A. ASTM (American Society for Testing and Materials)
- B. SSPC (Society of Protective Coatings)
- C. WWPI (Western Wood Preservers Institute)
- D. BMPs (Best Management Practices for the use of treated wood in aquatic and other sensitive environments.)

## PART 2 PRODUCTS

### 2.1 APPLICATION / EQUIPMENT REQUIREMENTS

The product is applied using a high-pressure heated plural component spray system with a minimum capability of 2000-psi pressure at the spray tip. The product must be heated to and maintained at 140°F to insure proper viscosity during application. Product must be maintained at 1-1 ratio. Product must be applied in continuous coats at a rate not to avoid drips or runs. Curing time before installation is 24 hours minimum. Pilings must be fixed on each end and turned using a mechanical or manual device during application to ensure uniform thickness. Occasional pin holes are acceptable but in no case shall any pin hole continue inward to bare wood.

### 2.2 MATERIALS

Materials shall meet the following physical property requirements.

#### A. Mixing Instructions

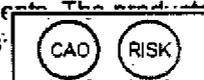
The B-side component must be pre-mixed prior to application at 400-600 RPM's. Application temperature range is between 0°F to as high as 120°F.

#### B. Application Thickness

The product must be applied at 250 mil average coating thickness on ALL surfaces, providing no location has +/- 20% of thickness. Coverage rates are subject to the substrate profile. To insure proper thickness, quantity of material required for surface area shall be calculated at 6.4 square feet per gallon as approved by manufacturer. An electronic thickness measuring meter shall be used to verify thickness during application process.

#### C. Product Requirements, Description and Characteristics

POLYUREA: Two-component 1-1 slow cure spray based Polyurea coating shall be solvent free and 100% solids. Polytetramethylene ether glycol (PTMEG), 2,4- toluene diisocyanate, and aromatic diamine based Polyurea elastomer designed for marine environments. The product



requirements include a 4-8 minute tack free time, 45-second gel time and self-leveling capabilities. Non-PTMEG based products to be excluded.

C. Product Color: Grey

2.3 SPRAY POLYUREA SYSTEM PHYSICAL PROPERTY REQUIREMENTS

Total Solid Content	100 %	Color stability (aromatic)	None
Mixing ratio A-B	1-1	Tear (ASTM D624)	520 lbs / in
Tack free @ 72°F	8-minutes	Hardness (ASTM D2240)	80-90 A
Gel time	45-seconds	Permeability (ASTM E96)	0.067 WVT
V.O.C Content	0%	Burn Rate (typical) (ASTM D 635)	1.52 cm/min
Elongation (ASTM D412)	375 %	Taber Abrader (ASTM D 4060) 500 cycles	0.094/1000
Tensile (ASTM D412)	2600 psi	Flex-Life (ASTM D 1052) (cycles)	200,000

2.4 FIELD REPAIR PRODUCT - PRODUCT REQUIREMENTS, DESCRIPTION AND CHARACTERISTICS

Field applied repair material is a two-component mixed, 8-minute tack free and 2-minute gel time, Polyurea product that is applied and troweled to the appropriate thickness.

A. REPAIR MATERIAL: MFI-TROWEL PATCH, Marine Fenders International, Inc.

B. FIELD APPLIED REPAIR MATERIAL

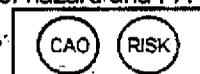
Total Solid Content	100 %
Mixing ratio A-B	1-1
Tack free @ 72°F	8-minutes
Gel time	2-minutes
Color stability (aromatic)	none
Hardness (ASTM D2240)	80-90 A
V.O.C. Content	none
Permeability (ASTM E96)	0.067 WVT
Viscosity	A -1000 cps B -700 cps

C. FIELD APPLIED QUALITY

1. Coating container be clearly marked designating each A & B component.
2. Maintain spray and other installation equipment in proper operating condition throughout installation. Provide reserve equipment as required.

D. MATERIAL STORAGE, SAFTY AND HANDLING PROCEEDURES

Shelf life: 12- months from the original manufacturing date, (unopened and in the original Containers). Store material indoors @ 70°F. Check for material separation prior to blending. Dispose of all empty containers or drums according to regional or local regulations. Refer to The Society of Protective Coatings SSPC-TU8 for safety, including recognition of hazard and PA



protection.

E. **WARRANTY:** See manufacturer's standard material warranty. **MANUFACTURER:**

**REPRESENTATIVE:**

Marine Fenders International Inc.

909 Mahar Ave

Wilmington, Ca 90744

Tel (310) 834-7037

Fax (310) 834-7825

www.marinefendersintl.com

Schrader Co. Sales, LLC

1326 5<sup>th</sup> Street, Suite B-2

Marysville, WA 98270

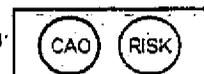
Tel (425)377-1550

Fax (425) 377-0408

www.schraderco.com

**PRODUCTS:** MFI SL08 Spray Polyurea marine grade coating, MFI- trowel applied marine coating.

**END OF SECTION**



**SECTION 10800  
SPECIAL INSPECTION**

**PART 1 GENERAL**

**1.1 DESCRIPTION**

- A. This specification covers the required special inspection for the project.

**1.2 SUMMARY**

- A. The Contractor is required to retain a City of Monterey recognized special inspection agency to perform special inspection of all welding and concrete work. The recognized special inspection agencies are as follows:

Dynamic Consultants, Inc., 26 Hangar Way, Watsonville, CA, (831) 724-2234 Kleinfelder, Inc.,  
365 Victor #L, Salinas, CA, (831) 755-7900

PSI, 365 Victor #C, Salinas, CA, (831) 757-3536

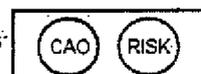
D&M Consulting Engineers, Inc., 12 Thomas Owens, Monterey, CA, (831) 372- 3716

Advance Testing & Inspection, LLC, 540 Brunken, Ste. B, Salinas, CA (831) 422- 2272

Moore Twining Associates, Inc., 501 Ortiz Avenue, Sand City, CA (831) 392-1056

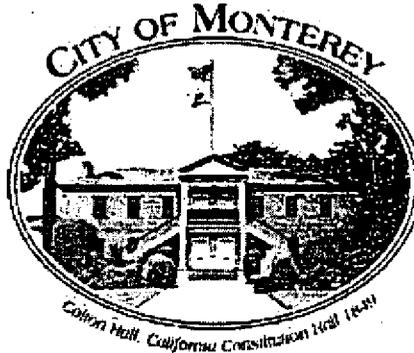
- B. Special inspection will be performed in accordance with SECTION 1704 of the 2010 CBC, specifically sections 1704.3.1 Welding and SECTION 1704.4 Concrete Construction.

**END OF SECTION**



**APPENDIX A**

**BID PROPOSAL FORMS**



CITY OF MONTEREY  
DEPARTMENT OF PLANS AND PUBLIC WORKS

**BID PROPOSAL COVER SHEET**

FOR

**WHARF II CRITICAL REPAIRS (30c1354)**

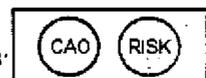
Submit the following items unbound:

<u>ITEM</u>	<u>INCLUDED</u>
1. Bid Proposal Cover Sheet (this sheet)	_____
2. Proposal and Bid Schedule	_____
3. Declaration of Bidder	_____
4. Acknowledgement of Addenda (if applicable)	_____
5. Bidder's Statement of Qualifications	_____
6. Subcontractor's List	_____
7. Noncollusion Declaration	_____
8. Debarment and Suspension Certification	_____
9. Certification of Good-Faith Effort (Prime)	_____
10. Bid Bond	_____
11. Certification of Workers' Compensation Insurance	_____
12. Specified or Approved Equal product Submittals	_____

Failure to include required items, included those identified above may result in your bid being deemed non-responsive resulting in rejection of your bid.

The undersigned Bidder submits the following documents for consideration of the project. The Bidder certifies that all statements and information set forth below are true and accurate.

By: \_\_\_\_\_  
Company Name Signature Date



**WHARF II CRITICAL REPAIRS (30C1354)**

**CITY OF MONTEREY**

**PART II: PROPOSAL**

To the Honorable City Council  
City of Monterey  
City Hall  
Monterey, California

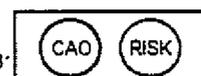
The undersigned declares to have carefully examined the location of the proposed work, that the Plans and Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

**BID SCHEDULE**

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Storm Water Compliance	1	LS		
3	New Timber Piles	7	EA		
4	Pile Sleeves	2	EA		
5	Pile Friction Collars	6	EA		
6	Pile Wrap Repairs	1	EA		
7	Cap Splice Repair	1	EA		
8	Sandbar & Grill Connection Repair	8	EA		
9	Subcap Repair	4	EA		
10	All Other Contractor Repairs Shown on Drawings	1	LS		
<b>TOTAL BASE BID (ITEMS 1 THROUGH 10) (In Words)</b> <hr/> <hr/>					<b>(In Figures)</b> <b>\$</b>

**BASIS OF AWARD**

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Total Base Bid (Items 1 through 10).



**DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS**

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No. : \_\_\_\_\_, Class: \_\_\_\_\_, Expiration date: \_\_\_\_\_.

In accordance with California Labor Code (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: \_\_\_\_\_.

**ALL OF THE INFORMATION CONTAINED IN THIS BID PROPOSAL IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OF PERJURY IN**

\_\_\_\_\_ COUNTY, CALIFORNIA, ON \_\_\_\_\_, 201\_\_\_\_\_.

Name of Firm: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

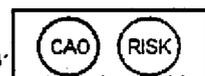
Email: \_\_\_\_\_

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

**FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE**

\_\_\_\_\_  
Signature.

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



**ACKNOWLEDGEMENT OF ADDENDA**

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

**ADDENDA (Please acknowledge with initials)**

**DATE RECEIVED**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_

\_\_\_\_\_

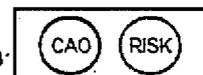
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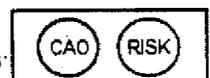
\_\_\_\_\_



**BIDDER'S STATEMENT OF QUALIFICATIONS**

The Bidder shall list below a minimum of three (3) jobs of a similar nature recently completed by Bidder's organization:

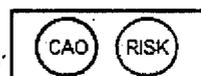
Project Name	Owner Name	Address	Telephone Number/Email	Contact Name



**SUB-CONTRACTOR'S LIST**

The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion of Work



**NONCOLLUSION DECLARATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

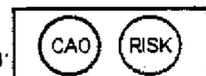
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ [city], \_\_\_\_\_ County, California.

\_\_\_\_\_  
Signature

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



**DEBARMENT AND SUSPENSION CERTIFICATION**

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment or disqualification pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ [city], \_\_\_\_\_ County, California.

\_\_\_\_\_  
Signature

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



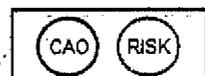
**CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS**  
**(Prime Contractor – To be Submitted with Bid)**

I, \_\_\_\_\_, a licensed contractor, or responsible managing officer, of the company known as \_\_\_\_\_, do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the company on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date



**BID BOND**  
(To be Submitted with Bid)

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_, as Surety and \_\_\_\_\_, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto the City of Monterey ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: CITY OF MONTEREY WHARF II CRITICAL REPAIRS

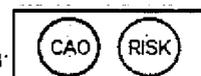
WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

[CONTINUED NEXT PAGE]



IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by their duly authorized agents or representatives.

\_\_\_\_\_  
(Bidder/Principal Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_

**(Attach Notary Public Acknowledgement of Principal's Signature)**

\_\_\_\_\_  
(Surety Name)

By: \_\_\_\_\_  
(Signature of Attorney-In-Fact for Surety)

\_\_\_\_\_  
(Typed or Printed Name of Attorney-In-Fact)

**(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)**

**Contact name, address, telephone number and email address for notices to the Surety**

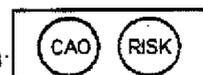
\_\_\_\_\_  
(Contact Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State & Zip Code)

(\_\_\_\_\_) \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Telephone Fax

\_\_\_\_\_  
(Email address)



**CERTIFICATION OF WORKERS' COMPENSATION INSURANCE**

I, \_\_\_\_\_ the \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_, declare, state and certify that:  
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

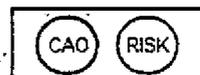
- c. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- d. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

3. I am aware that the provisions of California Labor Code §3700 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 this Contract.

\_\_\_\_\_  
(Contractor Name)

By: \_\_\_\_\_  
(Signature)

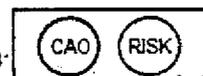
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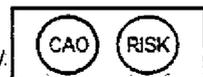
**SPECIFIED OR APPROVED EQUAL PRODUCT SUBMITTALS**

In certain instances, product submittals for Bidder proposed "Approved Equal" products must be submitted with their bid. In these instances, those products are listed below. Indicate the product for which the bid is based on by placing a checkmark by the product specified or the proposed "approved equal". If proposing with an "approved equal" product, provide the information on the spaces under the specified product. See Special Provisions for additional information relating to those products listed:

<input checked="" type="checkbox"/>	Product	Model Number	Manufacturer
<input type="checkbox"/>	Trowel Mortar	FX-763	Fox
<input type="checkbox"/>	Repair Sleeve	FX-70	Fox
<input type="checkbox"/>	Underwater Grout	FX-225	Fox
<input type="checkbox"/>	TC Enviroshield	Series T with TC Envirotape inner wrap	Tapecoat
<input type="checkbox"/>	Trowel Grade Epoxy	FX-763	Fox
<input type="checkbox"/>	Spray Polyurea Marine Grade Coating	MFI SL08	Marine Fenders International
<input type="checkbox"/>	Coating	Cold Galvanizing Compound	ZRC



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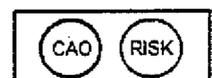


APPENDIX B

COASTAL DEVELOPMENT PERMIT (CDP) WAIVER 3-14-1899-W

WATER QUALITY CERTIFICATION NUMBER 32714WQ14

U.S. ARMY CORPS OF ENGINEERS PERMIT



**CALIFORNIA COASTAL COMMISSION**

CENTRAL COAST DISTRICT OFFICE  
725 FRONT STREET, SUITE 300  
SANTA CRUZ, CA 95060  
PHONE: (831) 427-4863  
FAX: (831) 427-4877  
WEB: WWW.COASTAL.CA.GOV



## NOTICE OF PERMIT WAIVER EFFECTIVENESS

**Date:** February 18, 2015  
**To:** City of Monterey Public Works Department  
**From:** Susan Craig, Central Coast District Manager *sc*  
Brian O'Neill, Coastal Planner  
**Subject:** Coastal Development Permit (CDP) Waiver 3-14-1899-W

Please note that CDP Waiver 3-14-1899-W was reported to the California Coastal Commission on February 11, 2015 and became effective as of that date. CDP Waiver 3-14-1899-W allows for:

Replacement of seven wood bearing piles with new polymer-coated ACZA-treated wood piles, undertake below-the-waterline repairs to concrete and steel rebar pile bases, and repair various concrete and wood structural elements of Wharf II; add a concrete surface to the Wharf II parking lot turnaround area to reduce fire risk; grout fifty spaces that have developed between existing concrete sheet piles, and; modify a berth in the Monterey Marina by removing a finger float to accommodate an extra-wide fishing vessel. Improvements will be done over a five-year period, all in the City of Monterey waterfront area.

Please be advised that CDP Waiver 3-14-1899-W only authorizes the development as proposed and described in the Commission's files; any changes to the proposed and described project may require a CDP to account for the changes or a CDP for the entire project. If you have any questions, contact Brian O'Neill in the Central Coast District Office at the address and phone number above.

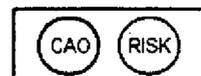




Exhibit A



EDMUND G. BROWN JR.  
GOVERNOR



MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

**Central Coast Regional Water Quality Control Board**

March 6, 2015

Norman Green  
City of Monterey  
580 Pacific Street  
Monterey, CA 93940  
email: green@monterey.org

**VIA ELECTRONIC MAIL**

Dear Mr. Green:

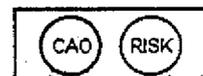
**WATER QUALITY CERTIFICATION NUMBER 32714WQ14 FOR WHARF II REPAIRS AND PARKING UPGRADES AND MONTEREY WATER FRONT AREA REPAIR AND MAINTENANCE PROJECT, MONTEREY COUNTY**

Thank you for the opportunity to review your December 22, 2014 application for water quality certification of the Wharf II Repairs and Parking Upgrades and Monterey Water Front Area Repair and Maintenance Project (Project). The application was completed on January 8, 2015. The project, if implemented as described in your application and with the additional mitigation and other conditions required by this Clean Water Action Section 401 Water Quality Certification (Certification), appears to be protective of beneficial uses of State waters. We are issuing the enclosed Certification. Should new information come to our attention that indicates a water quality problem, we may require additional monitoring and reporting, issue Waste Discharge Requirements, or take other action.

Your Certification application and submitted documents indicate that project activities have the potential to affect beneficial uses and water quality. The Central Coast Regional Water Quality Control Board (Central Coast Water Board) issues this Certification to protect water quality and associated beneficial uses from project activities. We need reports to determine compliance with this Certification. All technical and monitoring reports requested in this Certification, or any time after, are required per Section 13267 of the California Water Code.

Failure to submit reports required by this Certification, or failure to submit a report of technical quality acceptable to the Executive Officer, may subject you to enforcement action per Section 13268 of the California Water Code. The Central Coast Water Board will base enforcement actions on the date of certification. Any person affected by this Central Coast Water Board action may petition the State Water Resources Control Board (State Water Board) to review this action in accordance with California Water Code Section 13320; and Title 23, California Code of Regulations, Sections 2050 and 3867-3869. The State Water Board, Office of Chief Counsel, PO Box 100, Sacramento, CA 95812, must receive the petition within 30 days of the date of this Certification. We will provide upon request copies of the law and regulations applicable to filing petitions.

DR. JEAN-PIERRE WOLFF, CHAIR | KENNETH A. HARRIS JR., EXECUTIVE OFFICER



If you have questions please contact **Kim Sanders** at (805) 542-4771 or via email at [Kim.Sanders@waterboards.ca.gov](mailto:Kim.Sanders@waterboards.ca.gov), or Phil Hammer at (805) 549-3882. Please mention the above certification number in all future correspondence pertaining to this project.

Sincerely,

for  
Kenneth A. Harris, Jr.  
Executive Officer

Enclosure: Action on Request for CWA Section 401 Water Quality Certification

cc: With enclosures

Janelle Leeson  
U.S. Army Corps of Engineers  
Email: [Janelle.D.Leeson@usace.army.mil](mailto:Janelle.D.Leeson@usace.army.mil)

Melissa Scianni  
U.S. Environmental Protection Agency  
email: [scianni.melissa@epa.gov](mailto:scianni.melissa@epa.gov)

Katerina Galacatos  
U.S. Army Corps of Engineers  
email: [Katerina.galacatos@usace.army.mil](mailto:Katerina.galacatos@usace.army.mil)

Ashley Betance-Kearn  
Central Coast Water Board  
email:  
[Ashley.Betance-Kearn@waterboards.ca.gov](mailto:Ashley.Betance-Kearn@waterboards.ca.gov)

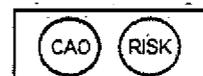
Dr. Jeffrey Single  
California Department of Fish and Wildlife  
email: [Jeff.Single@wildlife.ca.gov](mailto:Jeff.Single@wildlife.ca.gov)

Kim Sanders  
Central Coast Water Board  
email: [Kim.Sanders@waterboards.ca.gov](mailto:Kim.Sanders@waterboards.ca.gov)

Linda Connolly  
California Department of Fish and Wildlife  
email: [Linda.Connolly@wildlife.ca.gov](mailto:Linda.Connolly@wildlife.ca.gov)

401 Program Manager  
State Water Resources Control Board  
email: [Stateboard401@waterboards.ca.gov](mailto:Stateboard401@waterboards.ca.gov)

P:\401\Certifications\Monterey\2014\32714WQ14\_Monterey Wharf II  
Repairs\R3\_MontereyWharfIIRepair\_32714WQ14\_Cert\_150204\_final.doc



Action on Request for  
Clean Water Act Section 401 Water Quality Certification  
for Discharge of Dredged and/or Fill Materials

---

**PROJECT:** Wharf II Repairs and Parking Upgrades and Monterey Water Front Area  
Repair and Maintenance Project

**APPLICANT:** Norman Green  
City of Monterey City Hall  
580 Pacific Street  
Monterey, CA 93940

**ACTION:**

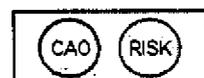
- 1.  Order for Standard Certification
- 2.  Order for Technically-conditioned Certification
- 3.  Order for Denial of Certification

**STANDARD CONDITIONS:**

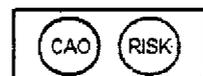
- 1. This Certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment per section 13330 of the California Water Code and section 3867 of Title 23 of the California Code of Regulations (23 CCR).
- 2. This Certification action is not intended to apply to any discharge from 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 per 23 CCR subsection 3855(b) and the application specifically identified that a FERC license or amendment to a FERC license was being sought.
- 3. The validity of any non-denial Certification action (Actions 1 and 2) is conditioned upon total payment of the fee required under 23 CCR section 3833, unless otherwise stated in writing by the certifying agency.

**ADMINISTRATIVE CONDITIONS:**

- 1. This Certification is subject to the acquisition of all local, regional, state, and federal permits and approvals as required by law. Failure to meet any conditions contained herein or any conditions contained in any other permit or approval issued by the State of California or any subdivision thereof may result in the revocation of this Certification and civil or criminal liability.
- 2. In the event of a violation or threatened violation of this Certification, the violation or threatened violation shall be subject to any remedies, penalties, process or sanctions as provided for under state law. For purposes of Section 401(d) of the Clean Water Act, the applicability of any state law authorizing remedies, penalties, process or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Certification.



3. In response to a suspected violation of any condition of this Certification, the Central Coast Water Board may require the holder of any permit or license subject to this Certification to furnish, under penalty of perjury, any technical or monitoring reports the Central Coast Water Board deems appropriate, provided that the burden, including costs, of the reports shall have a reasonable relationship to the need for the reports and the benefits obtained from the reports.
4. In response to any violation of the conditions of this Certification, the Central Coast Water Board may add to or modify the conditions of this Certification as appropriate to ensure compliance.
5. The Central Coast Water Board reserves the right to suspend, cancel, or modify and reissue this Certification, after providing notice to the applicant, if the Central Coast Water Board determines that the Project fails to comply with any of the terms or conditions of this Certification.
6. A copy of this Certification, the application, and supporting documentation must be available at the Project site during construction for review by site personnel and agencies. A copy of this Certification must also be provided to the contractor and all subcontractors who will work at the Project site. All personnel performing work on the proposed Project shall be familiar with the content of this Certification and its posted location on the Project site.
7. The Applicant shall grant Central Coast Water Board staff, or an authorized representative, upon presentation of credentials and other documents as may be required by law, permission to enter the Project site at reasonable times, to ensure compliance with the terms and conditions of this Certification and/or to determine the impacts the Project may have on waters of the State.
8. The Applicant must, at all times, fully comply with the application, engineering plans, specifications, and technical reports submitted to support this Certification; all subsequent submittals required as part of this Certification; and the attached Project Information and Conditions. The conditions within this Certification and attachment(s) supersede conflicting provisions within applicant submittals.
9. The Applicant shall notify the Central Coast Water Board within 24 hours of any unauthorized discharge to waters of the U.S. and/or State; measures that were implemented to stop and contain the discharge; measures implemented to clean-up the discharge; the volume and type of materials discharged and recovered; and additional BMPs or other measures that will be implemented to prevent future discharges.
10. This Certification is not transferable to any person except after notice to the Executive Officer of the Central Coast Water Board. The Applicant shall submit this notice in writing at least 30 days in advance of any proposed transfer. The notice must include a written agreement between the existing and new responsible party containing a specific date for the transfer of this Certification's responsibility and coverage between the current responsible party and the new responsible party. This agreement shall include an acknowledgement that the existing responsible party is liable for compliance and violations up to the transfer date and that the new responsible party is liable from the transfer date on.



- 11. This Certification expires if Project construction does not begin (a) prior to expiration of the associated U.S. Army Corps of Engineers (Corps) authorization or permit for the Project, or (b) within five years from the date of this Certification. If a Corps authorization or permit was unnecessary for this Project due to coverage under a non-reporting Nationwide Permit (NWP), and Project construction has not begun, this Certification expires when the non-reporting NWP expires. If the Corps issues a one-year grace period for uncompleted projects that began under a NWP that has since expired, this Certification is valid during the grace period for such projects. If this Certification does not expire as described above, it remains in effect until the Applicant complies with all Certification requirements and conditions.
- 12. The total fee for this project is \$200. The remaining fee payable to the Central Coast Water Board is \$0.

**CENTRAL COAST WATER BOARD CONTACT PERSON:**

Kim Sanders  
(805) 542-4771  
Kim.Sanders@waterboards.ca.gov

Please refer to the above certification number when corresponding with the Central Coast Water Board concerning this project.

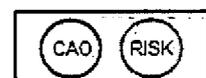
**WATER QUALITY CERTIFICATION:**

I hereby issue an order certifying that as long as all the conditions listed in this Certification are met, any discharge from the Wharf II Repairs and Parking Upgrades and Monterey Water Front Area Repair and Maintenance Project shall comply with the applicable provisions of 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") of the Clean Water Act. This discharge is also regulated pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ, which requires compliance with all conditions of this Certification.

Except insofar as may be modified by any preceding conditions, all Certification actions are contingent on (a) the discharge being limited and all proposed mitigation being completed in strict compliance with the applicant's project description and the attached Project Information and Conditions, and (b) compliance with all applicable requirements of the Central Coast Water Board's policies and Water Quality Control Plan (Basin Plan).

for \_\_\_\_\_  
Kenneth A. Harris, Jr.  
Executive Officer  
Central Coast Water Board

March 6, 2015  
Date

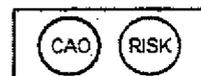


**PROJECT INFORMATION AND CONDITIONS**

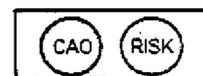
Application Date	Received: December 22, 2014 Completed: January 8, 2015
Applicant	Norman Green City of Monterey City Hall 580 Pacific Street Monterey, CA 93940 <a href="mailto:green@monterey.org">green@monterey.org</a> (831)646-3924
Applicant Representatives	N/A
Project Name	Wharf II Repairs and Parking Upgrades and Monterey Water Front Area Repair and Maintenance Project
Application Number	32714WQ14
Type of Project	Boating and Navigation
Project Location	City of Monterey Latitude: 36° 36'11" N      Longitude: -121° 53'22" W
County	Monterey
Receiving Water(s)	Monterey Harbor, Monterey Bay, Pacific Ocean 309.50 Salinas Hydrologic Unit
Water Body Type	Bay
Designated Beneficial Uses	Industrial Service Supply (IND) Non-Contact Recreation (REC-2) Rare, Threatened or Endangered Species (RARE) Shellfish Harvesting (SHELL) Navigation (NAV) Marine Habitat (MAR)
Project Description (purpose/goal)	The purpose of this project is to cover all maintenance aspects of keeping Monterey's waterfront serviceable for public use over the next five years.  Central Coast Regional Water Quality Control Board (Central Coast Water Board) staff understands that the project includes the following activities: <ol style="list-style-type: none"> <li>1. Replacement of at least seven 16-inch diameter wood bearing piles with new Polymer coated, ACZA-treated (or approved equal) wood piles;</li> <li>2. Below-the-waterline repair of concrete and steel re-bar reinforcement that constitutes the base of certain bearing piles;</li> <li>3. Repair of various concrete and timber structural elements on Wharf II;</li> <li>4. Upgrade of the parking area on Wharf II;</li> <li>5. Grouting up to 50 spaces that are developing between the concrete sheet piles which protect the Marina and prevent sand migration into the Marina; and</li> <li>6. Modification of one 50-foot berth in Monterey Marina.</li> </ol>

U.S. Army Corps of Engineers Permit No.	2015-00012S
Dept. of Fish and Wildlife Streambed Alteration Agreement.	This project is not subject to California Department of Fish and Wildlife permitting.
Status of CEQA Compliance	Mitigated Negative Declaration Lead Agency: City of Monterey
Total Certification Fee	\$200
Area of Disturbance	Approximately 0.0002 / 9.33 acres/linear feet total  Ocean/Estuary/Bay: 0.0002 / 9.33 acres/linear feet temporary
Compensatory Mitigation Requirements	The project shall include the following compensatory mitigation: 0.0002/9.33 acre/linear feet temporary ocean/estuary/bay impacts shall be mitigated at a (1:1) ratio through the restoration of 0.0002 / 9.33 acre/linear feet to pre-project conditions.
Project Requirements	<p><u>Project practices that are required to comply with 401 Water Quality Certification are as follows:</u></p> <ol style="list-style-type: none"> <li>1. All work performed within waters of the State shall be completed in a manner that minimizes impacts to beneficial uses and habitat. Measures shall be employed to minimize land disturbances that will adversely impact the water quality of waters of the State. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete Project implementation.</li> <li>2. To avoid the leaching of copper and other chemicals toxic to fish into the water column and sediment, only piles consisting of inert materials shall be installed. These materials may include steel, concrete, untreated wood, composite, reinforced plastic or polyethylene-coated treated wood. Chemically treated lumber may only be used in locations that are not subject to salt water contact, including locations subject to tidal or wave action.</li> <li>3. The Applicant shall review the contractor's management measures and spill prevention plans to ensure that they contain the management measures included in the letter from COWI North America, Inc., dated February 20, 2015.</li> <li>4. For projects that may disturb soil, erosion and sediment control measures shall be on site prior to the start of construction and kept on site at all times so they are immediately available for installation in anticipation of rain events.</li> <li>5. The Applicant shall implement and maintain an effective combination of erosion and sediment control measures (e.g., revegetation, fiber rolls, erosion control blankets, hydromulching, compost, straw with tackifiers, temporary basins) to prevent erosion and capture sediment. The Applicant shall implement and maintain washout, trackout, dust control, and any other applicable source control BMPs.</li> <li>6. Erosion and sediment control measures and other construction BMPs shall be implemented and maintained in accordance with all specifications governing their proper design, installation, operation, and maintenance.</li> </ol>

	<ol style="list-style-type: none"><li>7. For any day the National Weather Service has predicted a 25% or more chance of at least 0.1 inch rain in 24 hours, the Applicant shall prepare for the rain event by implementing BMPs to minimize the risk of construction related pollutants being transported in stormwater (e.g., immediately removing debris from the project site) no later than the day prior to the predicted rain event. The Applicant shall not conduct any activities during a precipitation event that create the potential for construction related pollutants to be transported in stormwater (e.g., concrete or painting work, sanding or chipping activities that produce debris, or other high risk activities that may expose pollutants to stormwater).</li><li>8. Any material stockpiled that is not actively being used during construction shall be covered with plastic unless reserved for seed banking, which requires alternative erosion and dust control BMPs.</li><li>9. The Applicant shall retain a spill plan and appropriate spill control and clean-up materials (e.g., oil absorbent pads) onsite in case spills occur.</li><li>10. The Applicant shall confine all trash and debris in appropriate enclosed bins and dispose of the trash and debris at an approved site at least weekly.</li><li>11. All construction vehicles and equipment used on site shall be well maintained and checked daily for fuel, oil, and hydraulic fluid leaks or other problems that could result in spills of toxic materials.</li><li>12. The Applicant shall designate a staging area for equipment and vehicle fueling and storage at least 100 feet away from waterways, in a location where fluids or accidental discharges cannot flow into waterways.</li><li>13. All vehicle fueling and maintenance activity shall occur at least 100 feet away from waterways, and in designated staging areas.</li><li>14. Dewatering and diversion measures are not authorized based on the application. If the project requires dewatering or diversion, the Applicant shall submit detailed dewatering/ diversion plans for Central Coast Water Board staff approval at least 21 days prior to any dewatering or diversion. Dewatering/diversion plans shall include the area to be dewatered, timing of dewatering, and method of dewatering to be implemented. All temporary dewatering/diversion methods shall be designed to have the minimum necessary impacts to waters of the State to isolate the immediate work area. All dewatering/diversion methods shall be installed such that natural flow is maintained upstream and downstream of the project area. Any temporary dams or diversions shall be installed such that the diversion does not cause sedimentation, siltation, or erosion upstream or downstream of the project area. All dewatering/diversion methods shall be removed immediately upon completion of dewatering/diversion activities. Dewatering or diversion shall not commence until applicant has obtained Central Coast Water Board staff approval of the dewatering/diversion plans.</li><li>15. All construction-related equipment, materials, and any temporary BMPs no longer needed shall be removed and cleared from the site upon completion of the project.</li></ol>
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	<p>16. Central Coast Water Board staff shall be notified if mitigations as described in the 401 Water Quality Certification application for this project are altered by the imposition of subsequent permit conditions by any local, state or federal regulatory authority. The Applicant shall inform Central Coast Water Board staff of any modifications that interfere with compliance with this Certification.</p>
<p>Monitoring and Reporting Requirements</p>	<p><b>The Applicant shall provide the following reporting to <a href="mailto:RB3_401Reporting@waterboards.ca.gov">RB3 401Reporting@waterboards.ca.gov</a>:</b></p> <p>1. Annual Project Status Report – The Applicant shall submit to the Central Coast Water Board an Annual Project Status Report by May 31 of each year following the issuance of this Certification, regardless of whether project construction has started or not. The Applicant shall submit Annual Project Status Reports until the Applicant has completed all project discharge and construction. Each Annual Project Status Report shall include at a minimum:</p> <ul style="list-style-type: none"><li>a. The status of the project: construction not started, construction started, or project complete.</li><li>b. The date of construction initiation, if applicable.</li><li>c. The date of project completion, if applicable.</li><li>d. If project construction has started:<ul style="list-style-type: none"><li>i. A summary of daily activities, monitoring and inspection observations, and problems incurred and actions taken.</li></ul></li></ul>





DEPARTMENT OF THE ARMY  
 SAN FRANCISCO DISTRICT, U.S. ARMY CORPS OF ENGINEERS  
 1455 MARKET STREET, 16<sup>TH</sup> FLOOR  
 SAN FRANCISCO, CALIFORNIA 94103-1398

MAY 10 2016

Regulatory Division

Subject: File Number 2015-00012S

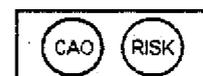
Mr. Norman Green  
 City of Monterey  
 580 Pacific Street  
 Monterey, California 93940

Dear Mr. Green:

This correspondence is in reference to your submittal of December 9, 2014, concerning Department of the Army (DA) authorization for the City of Monterey, Waterfront Area Maintenance project located at Wharf II, 201 Figueroa Street, in the City of Monterey, Monterey County, California (Lat.: 36.60331° N, Long.: -121.88944° W).

Work within U.S. Army Corps of Engineers' (Corps) jurisdiction will include specialized repairs, replacement, and modification to the city-owned waterfront area structures. Work will include replacement and repair of wharf piles, various concrete and structural elements, and the removal of a float. Project activities will not result in the discharge of fill within waters of the U.S. All work shall be completed in accordance with the plans and drawings titled "USACE File #2015, City of Monterey, Waterfront Area Maintenance Project, Monterey County, April 26, 2016, Figure 1 to 33" provided as enclosure 1.

Section 404 of the Clean Water Act (CWA) generally regulates the discharge of dredged or fill material below the plane of ordinary high water in non-tidal waters of the United States, below the high tide line in tidal waters of the United States, and within the lateral extent of wetlands adjacent to these waters. Section 10 of the Rivers and Harbors Act generally regulates construction of structures and work, including excavation, dredging, and discharges of dredged or fill material, 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. A Preliminary Jurisdictional Determination (JD) has been completed for your site. Preliminary JDs are written indications that there may be waters of the U.S. on a parcel or indications of the approximate location(s) of waters of the U.S. on a parcel. Preliminary JDs are advisory in nature and may not be appealed. While this preliminary jurisdictional determination was conducted pursuant to Regulatory Guidance Letter No. 08-02, *Jurisdictional Determinations*, it may be subject to future revision if new information

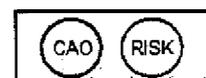


- 2 -

or a change in field conditions becomes subsequently apparent. The basis for this preliminary jurisdictional determination is fully explained in the enclosed *Preliminary Jurisdictional Determination Form*, which has been signed and dated by you and this office (enclosure 2). Please see the enclosed Preliminary JD map titled, "Preliminary Jurisdictional Determination, SPN File Number 2015-00012S, Waterfront Maintenance Project, Monterey County, California (36.60331° N, -121.88944° W)" and dated June 12, 2015 (enclosure 3).

Based on a review of the information in your submittal and the current condition of the site, as verified during a field investigation on April 22, 2015, the project qualifies for authorization under Department of the Army Nationwide Permit (NWP) 3 for *Maintenance*, 77 Fed. Reg. 10,184 (Feb. 21, 2012) (enclosure 4), pursuant to Section 404 of the CWA of 1972, as amended (33 U.S.C. § 1344 *et seq.*) and Section 10 of the Rivers and Harbors Act (RHA) of 1899, as amended (33 U.S.C. § 403 *et seq.*). The project must be in compliance with the terms of the NWP, the general conditions of the Nationwide Permit Program ([http://www.spn.usace.army.mil/Portals/68/docs/regulatory/Nationwide/NWP\\_Gen\\_Cond.pdf](http://www.spn.usace.army.mil/Portals/68/docs/regulatory/Nationwide/NWP_Gen_Cond.pdf)), and the San Francisco District regional conditions cited on our website ([http://www.spn.usace.army.mil/Portals/68/docs/regulatory/Nationwide/Reg\\_Cond.pdf](http://www.spn.usace.army.mil/Portals/68/docs/regulatory/Nationwide/Reg_Cond.pdf)). You must also be in compliance with any special conditions specified in this letter for the NWP authorization to remain valid. Non-compliance with any term or condition could result in the revocation of the NWP authorization for your project, thereby requiring you to obtain an Individual Permit from the Corps. This NWP authorization does not obviate the need to obtain other State or local approvals required by law.

This verification will remain valid until March 18, 2017, unless the NWP authorization is modified, suspended, or revoked. Activities which have commenced (i.e., are under construction) or are under contract to commence in reliance upon a NWP will remain authorized provided the activity is completed within 12 months of the date of a NWP's expiration, modification, or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 C.F.R. § 330.4(e) and 33 C.F.R. § 330.5 (c) or (d). This verification will remain valid if, during the time period between now and March 18, 2017, the activity complies with any subsequent modification of the NWP authorization. The Chief of Engineers will periodically review NWPs and their conditions and will decide to modify, reissue, or revoke the permits. If a NWP is not modified or reissued within five years of its effective date, it automatically expires and becomes null and void. It is incumbent upon you to remain informed of any changes to the NWPs. Changes to the NWPs would be announced by Public Notice posted on our website (<http://www.spn.usace.army.mil/Missions/RegulatoryPublicNotices.aspx>). Upon completion of the project and all associated mitigation requirements, you shall sign and return the Certification of Compliance, enclosure 5, verifying that you have complied with the terms and conditions of the permit.



- 3 -

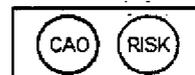
This authorization will not be effective until you have obtained a Section 401 water quality certification from the Central Coast Regional Water Quality Control Board (RWQCB). If the RWQCB fails to act on a valid request for certification within two months after receipt of a complete application, the Corps will presume a waiver of water quality certification has been obtained. You shall submit a copy of the certification to the Corps prior to the commencement of work.

This authorization will not be effective until you have obtained a concurrence from the California Coastal Commission that your project will comply with California's Coastal Zone Management Act. If the Commission fails to act on a valid request for concurrence with your certification within six months after receipt, the Corps will presume a concurrence has been obtained. You shall submit a copy of the concurrence to the Corps prior to the commencement of work.

General Condition 18 stipulates that project authorization under a NWP does not allow for the incidental take of any federally-listed species in the absence of a biological opinion with incidental take provisions. As the principal federal lead agency for this project, the Corps initiated consultation with the United States Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) to address project related impacts to listed species, pursuant to Section 7(a) of the Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*). By letters of April 19, 2016 and April 1, 2016, USFWS and NMFS, cited in enclosure 6 and 7, respectively, concurred with the determination that the project was not likely to adversely affect southern sea otter (*Enhydra lutris nereis*), Central California Coast (CCC) coho salmon Evolutionary Significant Unit (ESU) (*Oncorhynchus kisutch*), South-Central California Coast (S-CCC) steelhead Distinct Population Segment (DPS) (*Oncorhynchus mykiss*), Central California Coast (CCC) steelhead DPS (*Oncorhynchus mykiss*), North American green sturgeon (*Acipenser medirostris*), leatherback sea turtle (*Dermochelys coriacea*), black abalone (*Haliotis cracherodii*) and designated critical habitat for these species. As the principal federal lead agency for this project, the Corps initiated consultation with the National Marine Fisheries Service (NMFS) to address project related impacts to Essential Fish Habitat (EFH) for various life stages of fish species managed with the Pacific Groundfish Fishery Management Plan, Coastal Pelagics Fishery Management Plan, and Pacific Coast Salmon Fishery Management Plan, pursuant to Magnuson-Stevens Fishery Conservation and Management Act of 1996, as amended (16 U.S.C. § 1801 *et seq.*). NMFS had no conservation recommendations due to already proposed best management practices and minimization measures.

In order to ensure compliance with this NWP authorization, the following special conditions shall be implemented:

1. Incidents where any individuals of CCC coho salmon (*Oncorhynchus kisutch*), S-CCC steelhead (*Oncorhynchus mykiss*), CCC steelhead (*Oncorhynchus mykiss*),

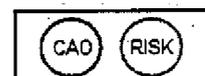


- 4 -

North American green sturgeon (*Acipenser medirostris*), leatherback sea turtle (*Dermochelys coriacea*), or black abalone (*Haliotis cracherodii*) listed by NOAA Fisheries under the Endangered Species Act appear to be injured or killed as a result of discharges of dredged or fill material into waters of the United States or structures or work in navigable waters of the United States authorized by this NWP shall be reported to NOAA Fisheries, Office of Protected Resources at (301) 713-1401 and the Regulatory Office of the San Francisco District of the U.S. Army Corps of Engineers at (415) 503-6795. The finder should leave the plant or animal alone, make note of any circumstances likely causing the death or injury, note the location and number of individuals involved and, if possible, take photographs. Adult animals should not be disturbed unless circumstances arise where they are obviously injured or killed by discharge exposure, or some unnatural cause. The finder may be asked to carry out instructions provided by NOAA Fisheries, Office of Protected Resources, to collect specimens or take other measures to ensure that evidence intrinsic to the specimen is preserved.

2. The USFWS and NMFS concurred with the determination that the project was not likely to adversely affect southern sea otter (*Enhydra lutris nereis*), Central California Coast (CCC) coho salmon Evolutionary Significant Unit (ESU) (*Oncorhynchus kisutch*), South-Central California Coast (S-CCC) steelhead Distinct Population Segment (DPS) (*Oncorhynchus mykiss*), Central California Coast (CCC) steelhead DPS (*Oncorhynchus mykiss*), North American green sturgeon (*Acipenser medirostris*), leatherback sea turtle (*Dermochelys coriacea*), black abalone (*Haliotis cracherodii*) and designated critical habitat for these species. This concurrence was premised, in part, on project work restrictions outlined in enclosures 6 and 7, respectively. These work restrictions are incorporated as special conditions to the NWP authorization for your project to ensure unauthorized incidental take of species and loss of critical habitat does not occur.
3. The Corps initiated consultation with the National Marine Fisheries Service (NMFS) to address project related impacts to Essential Fish Habitat. NMFS had no conservation recommendations due to already proposed best management practices and minimization measures.
4. A post construction report shall be submitted 45 days after the conclusion of construction activities. The report shall document construction activities and contain as-built drawings (if different from drawings submitted with application) and include before and after photos.

You may refer any questions on this matter to Janelle Leeson of my Regulatory staff by telephone at (415) 503-6773 or by e-mail at [Janelle.D.Leeson@usace.army.mil](mailto:Janelle.D.Leeson@usace.army.mil). All

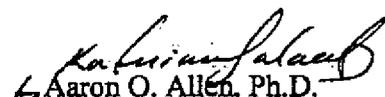


- 5 -

correspondence should be addressed to the Regulatory Division, South Branch, referencing the file number at the head of this letter.

The San Francisco District is committed to improving service to our customers. My Regulatory staff seeks to achieve the goals of the Regulatory Program in an efficient and cooperative manner, while preserving and protecting our nation's aquatic resources. If you would like to provide comments on our Regulatory Program, please complete the Customer Service Survey Form available on our website: <http://www.sfn.usace.army.mil/Missions/Regulatory.aspx>

Sincerely,

  
to Aaron O. Allen, Ph.D.  
Acting Chief, Regulatory Division

Enclosures

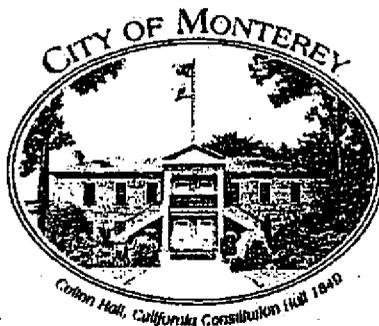
Copy Furnished (w/ encl 1 only):

CA RWQCB, San Luis Obispo, CA

Copy Furnished (w/o encls):

CA SWRCB, Sacramento, CA





DEPARTMENT OF PLANS AND PUBLIC WORKS  
ENGINEERING DIVISION

DATE: February 3, 2017  
TO: All Proposers  
SUBJECT: Wharf II Critical Repairs Addendum #1  
Sent Via: EbidBoard

**\*\*Acknowledge this addendum and all others in your proposal. Failure to acknowledge addenda may result in a non-responsive bid.\*\***

The following questions have been received by proposers. See City's response below:

Question: Can work be done on the weekend and will night work be allowed?  
Answer: ***Please refer to Part IV, Page 10, "Construction Procedure" and replace number 6 "All work will occur between 7 am and 7 pm unless otherwise approved in writing" with "There shall be no work on weekends, City's recognized holidays and between 7:00 P.M. and 7:00 A.M. on weekdays without written approval from the City. A list of City's recognized holidays are available upon request".***

Question: What is the maximum weight capacity of the Wharf?  
Answer: ***Weight capacity as posted on Wharf. Contractor to provide any temporary shoring as identified in Part IV, Page 19 of the specifications.***

Question: The plans show City maintenance crew performing work, is that accurate?  
Answer: ***Yes, that is correct.***

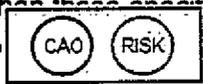
Question: When asphalt patching is performed, will the same pavement section be required for the new patches as shown on design detail?  
Answer: ***Yes.***

Question: Can the City provide the boring log info for the timber piles that will be replaced?  
Answer: ***Boring logs are not available at this time.***

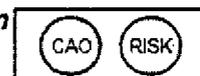
Question: Is there a lay down area/construction staging area?  
Answer: ***The proposed staging area is in the vicinity of the Wharf II parking lot.***

Question: Will the City provide a boat slip for the contractor?  
Answer: ***The Harbor office will be able to provide a slip.***

Question: The City has some piles stored from previous work. The piles are shorter than those specified in the plans (+/-40' long). Could we splice the piles and use them? They vary between



- Answer: 13" to 18". Also, the coating is in poor condition, peeling off etc.  
**No.**
- Question: Could the piles be installed by jetting instead of by driving. Is this possible, or must the piles be driven?  
 Answer: **No, piles will be driven in accordance with technical specifications.**
- Question: Would concrete piles be acceptable to install instead of the wood piles.  
 Answer: **No, piles used will be in accordance with technical specifications.**
- Question: Are there any additional environmental restrictions that contractors need to be aware of during construction?  
 Answer: **Yes. Please refer to the attached enclosure 1 through 7 of the ACOE 404 permit. Specifically, Enclosure 6 (letter from the US Dept of the Interior) and Enclosure 7 (letter from the US Dept of Commerce). Enclosures 6 and 7 outline specific environmental concerns and requirements. The City will provide any required biologic monitoring needs.**
- Question: Can the contract indemnification language be changed?  
 Answer: **No, contract language to remain as written.**
- Question: Part IV, Page 43, Section 10704, "Flexible Timber Pile Wrap System" of the Technical Specifications, states a Manufacturers Rep must be present to instruct and demonstrate the application is this a requirement?  
 Answer: **Contractor to install Timber Wrap in accordance with Project Specifications.**
- Question: Is there a length for the pile repair for 64G, it isn't stated?  
 Answer: **Pile 64G requires a wrap repair and a friction collar. The entire wrap, from sand to tidal zone, requires repair.**
- Question: Is there any information on the soil conditions and can we assume that sidecasting the excavated material is acceptable?  
 Answer: **The soil consists of sand underlain by gravel and rock. The minor amount of sand that is excavated to install sleeves may be sidecast.**
- Question: The new piles are 16" diameter, can we assume the ones to be repaired are also 16"?  
 Answer: **Yes.**
- Question: Is all work on the repair detail schedules with an "M" next to it not in the scope of this contract are not to be included in item 10?  
 Answer: **Correct.**
- Question: Item 4 of the bid schedule states a quantity of 2; can this be changed to the 3 as shown on the plans R1.2, R1.3 and R1.5?  
 Answer: **Specifications are amended to include the amended bid schedule and Appendix A in its entirety.**
- Question: Sheet R3.0, Detail 4 pipe hanger refers to sheets not included in the plans, can this be clarified?  
 Answer: **The detail is for reference in the event that any pipes need to be re-supported.**
- Question: Can the bid date be extended to allow Contractors to provide the City with the best pricing?  
 Answer: **The bid date and time remain as February 7<sup>th</sup>, 2017 at 2:00 p.m.**
- Question: On Sheet R0.1, Bent 62 requires 2 new friction collars. On Sheet R1.4, Bent 62 does not indicate 2 friction collars, please clarify.  
 Answer: **Specifications are amended to include the amended bid schedule an**



Question: The bid schedule has a total of 8 sandbar & grill connection repairs. Sheet R1.1, R1.2 shows a total of 7, please clarify.

Answer: **Specifications are amended to include the amended bid schedule and Appendix A in its entirety.**

Question: Please clarify item 10 of the bid schedule.

Answer: **Item 10 of the bid schedule includes incidental repairs as necessary to conduct the work.**

Question: Are there storm water requirements (floating boom, etc)?

Answer: **Please see the following:**

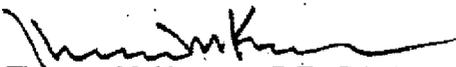
**BMP NOTES**

- 1. Have spill kits and cleanup materials available during all construction operations.**
- 2. Use covers or platforms to collect debris underneath localized lumber treatment areas.**
- 3. Stockpile accumulated debris and waste generated during demolition away from watercourses.**
- 4. Discharges to waterways shall be reported to the Harbor Master immediately upon discovery.**
- 5. Any debris-catching devices shall be emptied regularly. Collected debris shall be removed and stored away from the watercourse and protected from run-on and run-off.**
- 6. Maintain equipment free of leaks. If leaking lines cannot be repaired, remove equipment from over the water.**
- 7. Provide watertight curbs or toe boards to contain spills and prevent materials, tools, and debris from leaving the barge, platform, dock, etc.**
- 8. Secure all materials to prevent discharges to receiving waters via wind.**
- 9. Identify types of spill control measures to be employed, including the storage of such materials and equipment. Ensure that staff is trained regarding the use of the materials, deployment and access of control measures, and reporting measures.**
- 10. Comply with all necessary permits required for construction within or near the watercourse, such as Regional Water Quality Control Board and U.S. Army Corps of Engineers or and other local permitting.**

**Acknowledge this addendum and all others in your bid on Appendix A, Page 4 of the Specifications.**

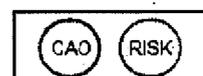
Sealed proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, city of Monterey, California, until 2:00 pm February 7, 2017. If you have any additional questions, please contact Thomas Korman at [engineering-admin@monterey.org](mailto:engineering-admin@monterey.org).

Sincerely,



Thomas M. Korman, P.E., P.L.S.  
Senior Engineer

cc:





**GENERAL NOTES AND SPECIFICATIONS**

**A. GENERAL NOTES**

1. THESE GENERAL NOTES PERTAIN TO WHARF #11, CITY OF MONTEREY, CALIFORNIA
2. ALL WORK SHALL CONFORM TO ALL LOCAL BUILDING CODES AND ORDINANCES. WORK SHALL BE COORDINATED WITH THE CITY OF MONTEREY TO MAINTAIN OPERATION AS REQUIRED.
3. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, ELEVATIONS, DIMENSIONS AND DIMENSIONS IN THE FIELD AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.
4. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DRAWINGS
5. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NOTES AND DETAILS ON DRAWINGS AND GENERAL NOTES ARE IN CONFLICT, THE MOST STRINGENT SHALL APPLY. CONDITIONS NOT SPECIFICALLY SHOWN SHALL BE CONSIDERED AS SHOWN FOR SIMILAR WORK.
6. ELEVATIONS ARE REFERENCED TO MEAN LOWER LOW WATER (MLLW).
7. THE INTENT OF THESE REPAIRS IS TO MAINTAIN OR RESTORE THE CAPACITY OF THE EXISTING STRUCTURES. THESE REPAIRS WILL NOT RESULT IN UPGRADES OR INCREASES BEYOND ORIGINAL CAPACITY.
8. PURPOSES AND SHOULD NOT BE USED FOR BID OR CONSTRUCTION.

**B. MATERIALS**

1. STRUCTURAL STEEL
  - 1.1 STEEL BEAMS, SHAPES AND PLATES SHALL CONFORM TO ASTM A992 GRADE 50, UNLESS OTHERWISE NOTED.
  - 1.2 WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY (AWS) D1.1, LATEST EDITION.
  - 1.3 UNLESS OTHERWISE NOTED, STEEL SHALL BE HOT DIPPED GALVANIZED IN ACCORDANCE WITH ASTM 123 OR 153 AS APPLICABLE.
2. FIBERGLASS SLEEVES AND GROUT
  - 2.1 SLEEVES TO BE FOX FX-70 FIBERGLASS JACKETS WITH 1/8" WALL THICKNESS. SLEEVES TO BE GRAY IN COLOR.
  - 2.2 SLEEVES TO BE FILLED WITH FOX-225 NON-SHREK NON-METALIC UNDERWATER GROUT. TOP 6" OF SLEEVE TO BE FILLED WITH FOX-763 LOW MODULUS TRIGEL GRADE EPOXY.
3. BOLTS AND WELDS
  - 3.1 UNLESS OTHERWISE NOTED, BOLTS SHALL BE ASTM A307 AND GALVANIZED.
  - 3.2 WELDS SHALL BE MADE WITH AWS D1.1 TABLE 3.1 GROUP 1 CONSUMABLES.
4. TIMBER
  - 4.1 TIMBER FRAMING AND DECKING TO BE DOUGLAS FIR NO.1 OR BETTER, GRADED PER THE NDS.
  - 4.2 ALL WOOD TO BE TREATED WITH ACQ WITH A MINIMUM RETENTION OF 0.6 PCF IN ACCORDANCE WITH ANPA STANDARDS.
  - 4.3 TREAT CUT EDGES AND HOLES WITH COPPER NAPHTHENE.

**D. DEMOLITION**

1. DEMOLISHED MATERIALS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH LOCAL LAWS AND REGULATIONS
2. BROKEN TIMBER PILES SHALL BE REMOVED TO TOP IF POSSIBLE. AT A MINIMUM, PILES MUST BE REMOVED TO MODULATE DAMAGED PILES THAT STILL HAVE SOME SECTION AND ARE CONNECTED TO THE CAP SHALL REMAIN.

**E. REPAIR PRIORITIES**

1. CRITICAL REPAIRS: REPAIRS QUALIFY AS CRITICAL IF THEY MEET THE FOLLOWING CRITERIA
  - 1.1 THE EXISTING MEMBER HAS SIGNIFICANT LOSS IN LOAD BEARING CAPACITY AND THE MEMBER IS PART OF THE PRIMARY VERTICAL LOAD RESISTING SYSTEM
  - 1.2 MEMBERS WITH LITTLE OR NO REDUNDANCY AND DAMAGE RATINGS OF MODERATE OR SEVERE CORRESPONDING TO A LOSS IN CAPACITY.
2. NONCRITICAL REPAIRS: REPAIRS WILL QUALIFY IF THEY MEET THE FOLLOWING CRITERIA
  - 2.1 THE MEMBER IS PART OF THE PRIMARY VERTICAL LOAD BEARING SYSTEM. THE DAMAGE IS MODERATE AND THE DAMAGE REDUCES THE CAPACITY OF THE MEMBER OR SEVERE DUE TO CRACKING AND SPALLING
  - 2.2 CONCRETE BEAMS, BRACKS, AND ENCASEMENTS WITH DAMAGE RATINGS OF MAJOR OR SEVERE IS NOT PART OF THE PRIMARY VERTICAL LOAD BEARING SYSTEM, AND THE DAMAGE IS CLASSIFIED AS MAJOR OR SEVERE
3. PREVENTATIVE REPAIRS: REPAIRS WILL QUALIFY AS PREVENTATIVE IF THEY MEET THE FOLLOWING CRITERIA
  - 3.1 THE DAMAGE ALONE DOES NOT SIGNIFICANTLY REDUCE THE LOAD BEARING CAPACITY OF THE MEMBER, HOWEVER THE DAMAGE COULD LEAD TO FURTHER DEGRADATION THAT MAY CAUSE A REDUCTION IN LOAD BEARING CAPACITY.

**C. REFERENCE DOCUMENTS**

1. CALIFORNIA BUILDING CODE, 2010.
1. URBAN OR TREATMENT ENGINEERING AND MAINTENANCE STANDARDS (MOTEMS), CALIFORNIA STATE LANDS COMMISSION, CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 2, CHAPTER 31 F, (2010)
3. AMERICAN CONCRETE INSTITUTE, BUILDING CODE AND COMMENTARY, ACI 318-R (2005).
4. MANUAL OF STEEL CONSTRUCTION FOR WOOD CONSTRUCTION (2005).
5. NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION (2005).
6. BEN C. GERWICK, INC. CITY OF MONTEREY WHARF # 8 CONDITION SURVEY REPORT DATED DEC 4, 2012.
7. CHARLES I RAIN CONSULTING ENGINEERS, CITY OF MONTEREY WHARF # 9 CONDITION INSPECTION AND EVALUATION REPORT, SEPT 15, 1997.
8. CHARLES I RAIN CONSULTING ENGINEERS, CITY OF MONTEREY WHARF # 11 CONDITION INSPECTION DRAWINGS, SEPT 9, 1997.
9. CHARLES I RAIN CONSULTING ENGINEERS, CITY OF MONTEREY WHARF # 8 REPAIR PROJECT AS BUILT DRAWINGS, OCT 25, 1995.
10. CITY OF MONTEREY WHARF #11 MISCELLANEOUS ORIGINAL CONSTRUCTION AND REPAIR DRAWINGS, 1993 TO 1996.



City of Monterey, Waterfront Area Maintenance  
 SEP 15, 2012 09:11:15  
 Monterey County, California

G2

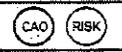
SEP 15, 2012

Sheet 2 of 23

REFERENCE DRAWINGS										CITY OF MONTEREY WHARF # 11 - CONCEPT REPAIR DRAWINGS														
GENERAL NOTES AND SPECIFICATIONS										GENERAL NOTES AND SPECIFICATIONS														
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**BEN C. GERWICK, INC.**  
 1000 QUINCY STREET, SUITE 100, MONTEREY, CA 93940  
 TEL: 408.386.1111 FAX: 408.386.1112  
 WWW.BENGERWICK.COM







PILE TABLES

LOCATION	BENT	ROW	TYPE	RATING	REPAIR PRIORITY	REPAIR TYPE	
						SHEET	DETAIL#
43	A	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	A	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	B	C/T	MO	P3	PR2	2	FRICION COLLAR
	D	C/T	SV	P1	PR2	1	NEW PILE SLEEVE
	A	C/T	MA	P2	CR1	-	CONCRETE CRACK REPAIR
	C	C/T	MA	P2	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	D	C/T	MO	P2	CR1	-	CONCRETE CRACK REPAIR
	D	C/T	MO	P2	PR1	2	NEW PILE SLEEVE ABOVE ENCASUREMENT
	E	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	B	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
44	B	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	C	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	E	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	E	C/T	MO	P3	PR2	2	FRICION COLLAR
	F	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	F	C/T	MO	P3	PR2	2	FRICION COLLAR
	A	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	B	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	B	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	C	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
45	E	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	E	C/T	MO	P3	PR2	2	FRICION COLLAR
	F	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	F	C/T	MO	P3	PR2	2	FRICION COLLAR
	A	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	B	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	B	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	C	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	C	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	D	C/T	MA	P2	CR1	-	CONCRETE CRACK REPAIR
46	D	C/T	MA	P2	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	D	C/T	MA	P2	PR2	2	FRICION COLLAR
	F	C/T	MA	P2	CR1	-	CONCRETE CRACK REPAIR
	F	C/T	MA	P2	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	C	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	C	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	D	C/T	MA	P2	CR1	-	CONCRETE CRACK REPAIR
	D	C/T	MA	P2	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	F	C/T	MA	P2	CR1	-	CONCRETE CRACK REPAIR
	F	C/T	MA	P2	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
47	C	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	F	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	B	C/T	MA	P2	CR1	-	CONCRETE CRACK REPAIR
	C	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	D	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	D	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	E	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	E	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	F	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	F	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
48	A	C/T	MA	P2	CR1	-	CONCRETE CRACK REPAIR
	A	C/T	MA	P2	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	B	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	B	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	C	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	C	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	D	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	D	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	E	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	E	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR



LEGENDS

**SIZE**  
 C/T CONCRETE ENCASED TIMBER  
 T TIMBER  
**RATING**  
 SV SEVERE  
 MA MAJOR  
 MO MODERATE  
 SEE BEN C. GERWICK WAHAF II  
 CONSULTATION REPORT, MONTEY WHARF II  
 CONSTRUCTION SURVEY, MONTEY WHARF II  
 DECEMBER 3, 2012, 62.  
**REPAIR PRIORITY**  
 P1 CRITICAL REPAIR  
 P2 MONITORING REPAIR  
 P3 PREVENTATIVE REPAIR

LOCATION	BENT	ROW	TYPE	RATING	REPAIR PRIORITY	REPAIR TYPE	
						SHEET	DETAIL#
49	A	C/T	MA	P2	CR1	-	CONCRETE CRACK REPAIR
	A	C/T	MA	P2	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	G	C/T	MO	P1	PR1	1	NEW PILE SLEEVE
	A	C/T	MA	P2	CR1	-	CONCRETE CRACK REPAIR
	A	C/T	MA	P2	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	A	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	F	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	A	C/T	MA	P2	CR1	-	CONCRETE CRACK REPAIR
	B	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	B	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
50	C	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	D	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	D	C/T	MO	P3	PR2	2	FRICION COLLAR
	E	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	A	C/T	MA	P2	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	C	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	C	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	D	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	D	C/T	MO	P3	PR2	2	FRICION COLLAR
	E	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
51	A	C/T	MA	P2	CR1	-	CONCRETE CRACK REPAIR
	B	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	B	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	C	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	D	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	D	C/T	MO	P3	PR2	2	FRICION COLLAR
	E	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	A	C/T	MA	P2	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	C	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	C	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
52	D	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	D	C/T	MO	P3	PR2	2	FRICION COLLAR
	E	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	A	C/T	MA	P2	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	C	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	C	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	D	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	D	C/T	MO	P3	PR2	2	FRICION COLLAR
	E	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	E	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
53	C	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	C	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	D	C/T	MO	P2	PR1	2	NEW PILE SLEEVE ABOVE ENCASUREMENT
	B	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	C	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	D	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	D	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	E	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	E	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	F	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
54	C	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	D	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	D	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	E	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	C	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	D	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	D	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	F	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	F	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	G	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
55	D	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	D	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	F	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	F	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	B	C/T	MO	P3	CR1	-	CONCRETE CRACK REPAIR
	B	C/T	MO	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
	M	C/T	MA	P2	CR1	-	CONCRETE CRACK REPAIR
	A	C/T	MA	P2	CR1	-	CONCRETE CRACK REPAIR
	A	C/T	MA	P2	CR1	-	CONCRETE CRACK REPAIR
	A	C/T	MA	P2	CR1	-	CONCRETE CRACK REPAIR

ROADWAY/PARKING AREA



Ben C. Gerwick, Inc.  
 3000 Elgin Road, Suite 100  
 Monterey, CA 93940  
 Tel: 408.385.1111  
 Fax: 408.385.1112  
 www.bengerwick.com

**REFERENCE DRAWINGS**  
 11-11-11 CONCEPT REPAIR DRAWINGS  
 11-11-11 CONCEPT REPAIR DRAWINGS  
 11-11-11 CONCEPT REPAIR DRAWINGS

**BEN C. GERWICK, INC.**  
 3000 ELGIN ROAD, SUITE 100  
 MONTEREY, CA 93940  
 TEL: 408.385.1111  
 FAX: 408.385.1112  
 WWW.BENGERWICK.COM

**CITY OF MONTEREY WHARF II - CONCEPT REPAIR DRAWINGS**  
 PILE TABLES  
 2 OF 8

DATE: 11/11/11  
 DRAWN BY: [ ]  
 CHECKED BY: [ ]  
 APPROVED BY: [ ]  
 PROJECT NO.: [ ]  
 SHEET NO.: [ ] OF [ ]

NOT TO SCALE

PILE TABLES

LOCATION	BENT	ROW	TYPE	RATING	REPAIR PRIORITY	REPAIR TYPE		DESCRIPTION
						SHEET	DETAIL #	
ROADWAY / PARKING AREA	57	B	C/T	M0	P3	CR1	-	CONCRETE CRACK REPAIR
		B	C/T	M0	P3	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
		C	C/T	M0	P3	CR1	-	CONCRETE CRACK REPAIR
		E	C/T	MA	P2	CR1	-	CONCRETE CRACK REPAIR
		G	T	M0	P1	PR2	2	FRICTION COLLAR
		HA	C/T	M0	P3	CR1	-	CONCRETE CRACK REPAIR
		D	C/T	M0	P3	PR2	2	FRICTION COLLAR
		E	C/T	M0	P3	CR1	-	CONCRETE CRACK REPAIR
		E	C/T	M0	P1	PR1	2	NEW PILE SLEEVE ABOVE ENCASMENT
		F	C/T	MA	P2	PR2	2	FRICTION COLLAR
ROADWAY / PARKING AREA	58	F	C/T	MA	P2	CR3	-	CONCRETE PILE SPALL / ROCK POCKET REPAIR
		D	C/T	MA	P2	CR1	-	CONCRETE CRACK REPAIR
		C	C/T	M0	P3	CR1	-	CONCRETE CRACK REPAIR
		A	C/T	SV	P1	PR2	1	NEW TIMBER PILE
		B	C/T	MA	P2	CR1	-	CONCRETE CRACK REPAIR
		C	C/T	M0	P3	CR1	-	CONCRETE CRACK REPAIR
		D	C/T	M0	P3	CR1	-	CONCRETE CRACK REPAIR
		E	C/T	M0	P3	CR1	-	CONCRETE CRACK REPAIR
		E	C/T	M0	P3	CR3	-	CONCRETE CRACK REPAIR
		F	C/T	M0	P3	CR1	-	CONCRETE CRACK REPAIR
ROADWAY / PARKING AREA	59	E	C/T	M0	P3	CR1	-	CONCRETE CRACK REPAIR
		E	C/T	M0	P3	CR3	-	CONCRETE CRACK REPAIR
		F	C/T	M0	P3	CR1	-	CONCRETE CRACK REPAIR
		F	C/T	M0	P3	CR3	-	CONCRETE CRACK REPAIR
		D	C/T	SV	P2	PR1	2	CONCRETE PILE SPALL / ROCK POCKET REPAIR
		E	C/T	M0	P3	CR1	-	CONCRETE CRACK REPAIR
		G	T	M0	P1	PR2	2	FRICTION COLLAR
		G	T	M0	P1	PR2	2	FRICTION COLLAR
		A	T	M0	P3	PR2	2	FRICTION COLLAR
		A	T	M0	P3	PR1	3	WRAP REPAIR
ROADWAY / PARKING AREA	60	F	C/T	M0	P3	PR2	2	FRICTION COLLAR
		F	C/T	M0	P3	PR1	3	WRAP REPAIR
		F	C/T	M0	P3	PR2	2	FRICTION COLLAR
		F	C/T	M0	P3	PR1	3	WRAP REPAIR
		G	C/T	M0	P1	PR2	2	FRICTION COLLAR

LOCATION	BENT	ROW	TYPE	RATING	REPAIR PRIORITY	REPAIR TYPE		DESCRIPTION
						SHEET	DETAIL #	
PARKING AREA	64	G	T	M0	P1	PR1	1	WRAP REPAIR
		E	T	M0	P3	PR1	1	NEW PILE SLEEVE
		C	C/T	M0	P3	CR1	-	CONCRETE CRACK REPAIR
		F	C/T	M0	P3	CR1	-	CONCRETE CRACK REPAIR
		D	T	M0	P2	PR1	1	NEW PILE SLEEVE
		A	T	MA	P1	PR1	1	NEW PILE SLEEVE
		C	T	M0	P3	PR1	1	NEW PILE SLEEVE
		E	T	M0	P3	PR2	2	FRICTION COLLAR
		D	T	M0	P2	PR1	1	NEW PILE SLEEVE
		C	T	M0	P2	PR1	1	NEW PILE SLEEVE
ROADWAY / PARKING AREA	65	A	T	M0	P2	PR1	1	NEW PILE SLEEVE
		B	T	M0	P3	PR1	1	NEW PILE SLEEVE
		J	T	SV	P1	PR2	1	NEW TIMBER PILE
		K	T	M0	P3	CR1	1	NEW PILE SLEEVE
		C	T	M0	P3	PR1	1	NEW PILE SLEEVE
		FENDER	T	M0	P3	PR2	1	NEW TIMBER PILE
		FENDER	T	M0	P3	PR2	1	NEW TIMBER PILE
		I	T	M0	P3	PR1	3	WRAP REPAIR
		O	T	SV	P1	PR2	1	NEW TIMBER PILE
		D	T	M0	P3	PR1	1	NEW PILE SLEEVE
ROADWAY / PARKING AREA	66	A-BAT	T	M0	P3	PR1	1	NEW PILE SLEEVE
		C	T	M0	P3	PR1	1	NEW PILE SLEEVE
		F-E	T	M0	P3	PR2	1	NEW TIMBER PILE
		G	T	M0	P2	PR1	1	NEW PILE SLEEVE
		I	T	M0	P3	PR1	1	NEW PILE SLEEVE
		K	T	M0	P2	PR1	1	NEW PILE SLEEVE
		F	T	M0	P3	PR1	1	NEW PILE SLEEVE
		F	T	M0	P3	PR1	1	NEW PILE SLEEVE
		I	T	M0	P3	PR1	1	NEW PILE SLEEVE
		K	T	SV	P1	PR2	1	NEW TIMBER PILE

LEGENDS

IDE  
 C/T CONCRETE ENCASED TIMBER  
 T TIMBER  
 BUBBLE  
 SV SEVERE  
 MA MAJOR  
 MO MODERATE  
 SEE BEN C. OERWICK'S MANUAL # 1  
 FOR CRACK WIDTH CRITERIA  
 DECEMBER 4, 2012, 03.  
 REPAIR PRIORITY  
 P1 CRITICAL REPAIR  
 P2 NONCRITICAL REPAIR  
 P3 PREVENTIVE REPAIR



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Scale: 1" = 10'

Sheet 8 of 10

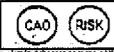
**BEN C. OERWICK, INC.**  
 A Civil Company  
 10000 Highway 101, Suite 100  
 San Luis Obispo, CA 93401  
 Phone: (805) 781-1111  
 Fax: (805) 781-1112  
 Email: ben@benoerwick.com  
 Civil, San Francisco License # 10000, License # 10000

REFERENCE DRAWINGS:  
 12-11-12 CONCEPT REPAIR DRAWINGS

NOT TO SCALE

CITY OF MONTEREY WHARF II - CONCEPT REPAIR DRAWINGS  
 PILE TABLES  
 3 OF 8

DATE: 12-11-12  
 DRAWN BY: [ ]  
 CHECKED BY: [ ]  
 PROJECT NO.: [ ]  
 SHEET NO.: 8 OF 10



































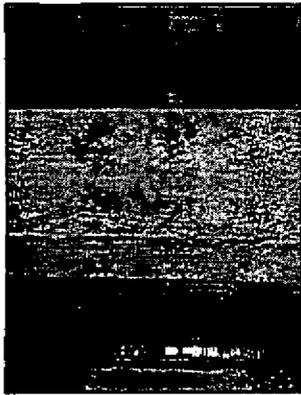


**REPAIR OF ABOVE WATER CRACKS IN ENCASED PILES, ENCASMENT EXTENSIONS, BEAMS, AND BRACES**



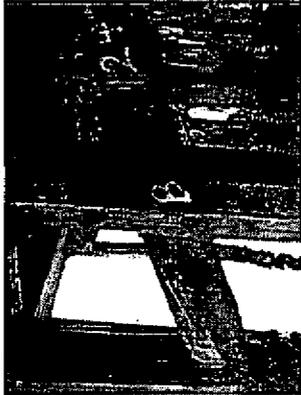
**CRACKS < 1/4" WITHOUT STAINING**

1. CLEAN CRACK USING COMPRESSED AIR TO REMOVE DUST, FOREIGN MATERIAL, AND WATER.
2. LAYOUT AND INSTALL INJECTION PORTS ALONG CRACK.
3. SEAL CRACK WITH SIKADUR 31, HI-MOD GEL UPL OR APPROVED EQUAL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
4. INJECT CRACK WITH SIKADUR 35, HI-MOD LV OR APPROVED EQUAL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
5. REMOVE PORTS AND SEALING COMPOUNDS FOLLOWING EPOXY SET.



**CRACKS > 1/4" AND < 1/2" WITHOUT STAINING**

1. CLEAN CRACK USING COMPRESSED AIR TO REMOVE DUST, FOREIGN MATERIAL, AND WATER.
2. LAYOUT AND INSTALL INJECTION PORTS ALONG CRACK.
3. SEAL CRACK WITH SIKADUR INJECTION GEL OR APPROVED EQUAL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
4. INJECT CRACK WITH SIKADUR INJECTION GEL OR APPROVED EQUAL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
5. REMOVE PORTS AND SEALING COMPOUNDS FOLLOWING EPOXY SET.



**CRACKS > 1/2" WITHOUT STAINING**

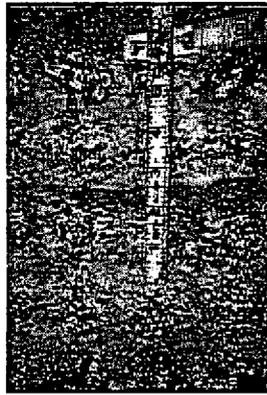
1. CLEAN CRACK USING COMPRESSED AIR TO REMOVE DUST, FOREIGN MATERIAL, AND WATER.
2. INSTALL FORM AND PORTS OVER CRACK.
3. SEAL FORM WITH BEAD OF SIKAFLEX 1A OR EQUAL.
4. PUMP SIKAGROUT 212 OR APPROVED EQUAL INTO CRACK IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
5. STRIP FORM AFTER 3 DAYS CURE.
6. DRILL BACK ANCHOR HOLES WITH SIKAGROUT 212 OR APPROVED EQUAL.



**CRACKS WITH STAINING**

1. CHIP OUT CRACK TO COMPLETELY EXPOSE REINFORCING BAR, PROVIDE 3" GAP BEHIND BAR.
2. IF STEEL REINFORCEMENT HAS LOST MORE THAN 30% OF ORIGINAL DIAMETER, REPAIR REBAR PER CR3-1.
3. CLEAN SURFACE TO REMOVE ALL DUST AND LOOSE MATERIAL.
4. PREPARE BAR WITH 2 COATS OF SIKA ARMA-TIC 110 EPOXY OR APPROVED EQUAL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
5. APPLY SIKAGROUT 212 BY HAND TROWEL OR APPROVED EQUAL, IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. APPLY IN LIFTS, COMPLETELY FILLING VOID.
6. APPLY SPRAY ON CURING COMPOUND.

**REPAIR OF BELOW WATER CRACKS IN ENCASED PILES, ENCASMENT EXTENSIONS, AND BRACES**



1. MECHANICALLY CLEAN CRACK TO REMOVE FOREIGN OR LOOSE MATERIAL AND MOISTURE. REPAIR SHALL BE COMPLETED THE SAME DAY AS CLEANING AND PREPARATION.
2. LAYOUT AND INSTALL INJECTION PORTS ALONG CRACK.
3. SEAL CRACK WITH CHEMICO SYSTEMS DUCURITY IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
4. INJECT CRACK WITH CHEMICO SYSTEMS CCS GROUT UNDERWATER ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
5. REMOVE PORTS AND SEALING COMPOUNDS FOLLOWING EPOXY SET.



City of Monterey, Water and Area Maintenance  
 P.O. Box 499118 Monterey  
 Monterey County, California

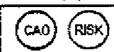
DATE: 08/23/11

REV. 01/10

**CR1**

<b>REFERENCE DRAWINGS</b> 15-1117 GEOTECH CRACK CRACKS		<b>CITY OF MONTEREY WATER &amp; AREA MAINTENANCE</b> REPAIR DETAILS	
DRAWING NUMBER: 15-1117	PROJECT NO: 15-1117	SHEET NO: 1 OF 1	DATE: 08/23/11
DRAWING TITLE: CRACK CRACKS	CONTRACT NO: 15-1117	SCALE: 1"=1'-0"	PROJECT LOCATION:
DRAWING DATE: 08/23/11	CONTRACTOR:	CHECKED BY:	APPROVED BY:
DRAWING BY:	CHECKED BY:	APPROVED BY:	DATE:

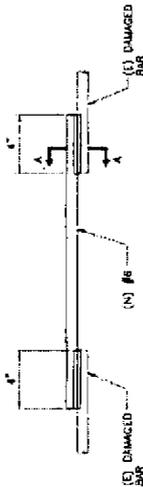
**BEN C. GERWICK, INC.**  
 A 501(c)(3) NON-PROFIT CORPORATION  
 1000 N. GARDEN STREET, SUITE 100  
 MONTEREY, CALIFORNIA 93940  
 TEL: 408.386.1111 FAX: 408.386.1112  
 WWW.BENGERWICK.COM  
 Equal Opportunity Employer



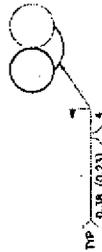








PLAN VIEW  
3/4" x 1'-0"

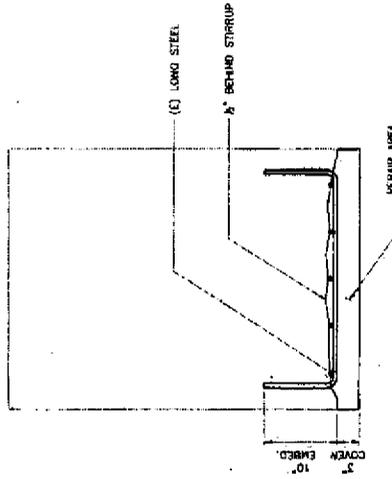


SECTION A-A  
1" x 1'-0"

1. LONGITUDINAL STEEL SHOWN
2. SIMILAR FOR VERTICAL LEGS OF STIRRUPS EXCEPT USE #4 BAR AND 3" LONG WELD 0.25 (0.15)
3. PRE HEAT TO 300° F FOR BAR (N) E/20K
4. FLARE V GROOVE WELD S = 0.375" E = 0.225"

① REBAR SPLICE DETAIL

USE WHERE BOTTOM OF STIRRUP IS CORRODED.



1. CHIP OUT CONCRETE TO EXISTING LONGITUDINAL BARS OR 3" OF CLEAR COVER.
2. DRILL #4 HOLES, 10" DEEP, AT EACH SIDE OF BEAM.
3. FILL HOLE WITH SIMPSON SET-UP EPOXY, OR APPROVED EQUAL, IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
4. INSTALL #4 STIRRUPS.

② STIRRUP REPLACEMENT DETAIL  
1" x 1'-0"



City of Monterey, Washington Area Metropolitan  
3757 Pitt Street, Suite 212  
Monterey, CA 93940, California

April 26, 2014

CR5

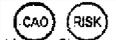
CITY OF MONTEREY (IMAGE #) - CONCEPT REPAIR DRAWINGS  
CONCRETE REPAIR  
DETAILS

NO.	REV.	DATE	BY	CHKD.	DESCRIPTION
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3	2	04/26/14	BCG		ISSUED FOR PERMIT
4	3	04/26/14	BCG		ISSUED FOR PERMIT
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8	7	04/26/14	BCG		ISSUED FOR PERMIT
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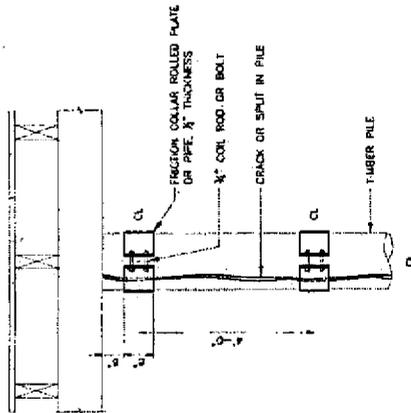
**BEN C. GERWICK, INC.**  
A CIVIL ENGINEER  
No. 12457, Exp. 12/31/13  
12457, Exp. 12/31/13  
Ben C. Gerwick, Inc.  
10000 Highway 100, Suite 100, San Diego, CA 92126  
www.bengerwick.com



NO.	REV.	DATE	BY	CHKD.	DESCRIPTION
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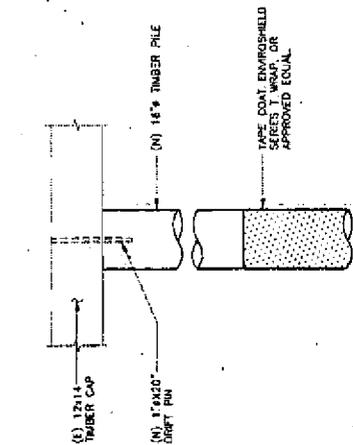






REPLACE TIMBER PILE  
ELEVATION  
3/4"=1'-0"

1. OPEN DECK AS NECESSARY TO INSTALL NEW PILE.
2. REMOVE EXISTING TIMBER PILE.
3. INSTALL NEW PILE AND PULL INTO POSITION.
4. REPLACE DECK IN KIND.
5. WRAP PILE WITH TARP COAT DAVENSHIELD SERIES OR EQUIVALENT TO CONFORM WITH MANUFACTURER'S RECOMMENDATIONS.



FRICTION COLLAR DETAIL  
3/4"=1'-0"

1. FIELD MEASURE PILE TO APPROPRIATELY SIZE COLLAR DIAMETER.
2. IF CRACK OR SPLIT EXTENDS MORE THAN 6 FEET DOWN FROM CAP AND IS AT LEAST 1/2" WIDE 8 FEET BELOW CAP, ADD SECOND COLLAR.



City of Monterey, Waterfront Area Maintenance  
1821 Pine 4012-60115  
Monterey County, California

Sheet No. 013

4-24-2014

PR2

REFERENCE DRAWINGS

13-12 CONCRETE TIE-BAR DETAIL

BEN C. GERWICK, INC.

1821 PINE STREET, MONTEREY, CALIFORNIA 93940  
408-255-1821



Official Seal of Monterey County, California

CITY OF MONTEREY WHARF II - CONCEPT REPAIR DRAWINGS  
PILE REPAIR  
DETAILS

NO.	DATE	BY	CHECKED	APPROVED FOR CONSTRUCTION
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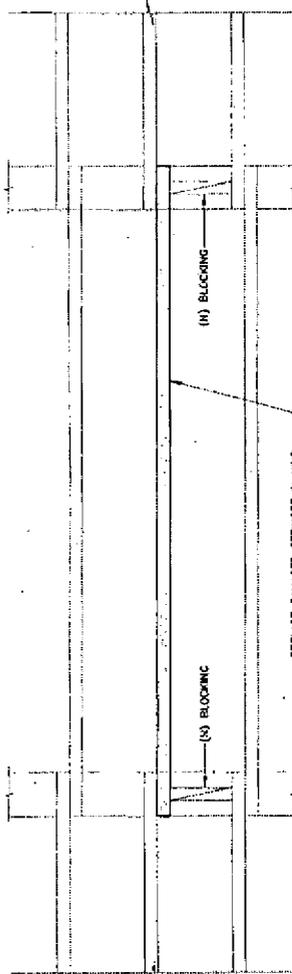
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NO.	DATE	BY	CHECKED	APPROVED FOR CONSTRUCTION
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2	12-1-13	...	...	...
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NO.	DATE	BY	CHECKED	APPROVED FOR CONSTRUCTION
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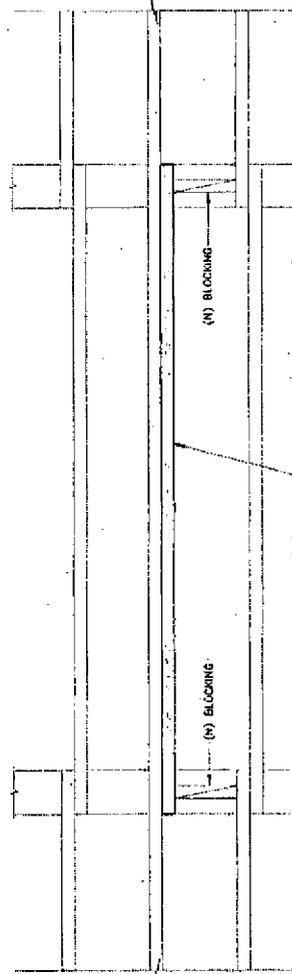




REPLACE DAMAGED STRINGER IN KIND

REPLACE STRINGER IN KIND

PLAN  
3/4"=1'-0"



ADD NEW 4X12 STRINGER

ADD STRINGER

PLAN  
3/4"=1'-0"

- STRINGERS LOCATED BENEATH RUBBER DECKING OR ASPHALT:
1. IF INSTALLED FROM ABOVE REMOVE NECESSARY DECKING & REPAIR DAMAGED STRINGER.
  2. INSTALL (N) STRINGER LAPPING CAP BEAM 8" MINIMUM. INSTALL 4"X12" DRAFT PIN TO CONNECT TO CAP. BLOCK BOTH ENDS W/ 4X12 BLOCKING.
  3. REPLACE IN KIND ASPHALT & DECKING IF REMOVED FOR INSTALLATION.

- STRINGERS LOCATED BENEATH RUBBER DECKING OR ASPHALT:
1. IF INSTALLED FROM ABOVE REMOVE NECESSARY DECKING & REPAIR DAMAGED STRINGER.
  2. INSTALL (N) STRINGER LAPPING CAP BEAM 8" MINIMUM. INSTALL 4"X12" DRAFT PIN TO CONNECT TO CAP. BLOCK BOTH ENDS W/ 4X12 BLOCKING.
  3. REPLACE IN KIND ASPHALT & DECKING IF REMOVED FOR INSTALLATION.

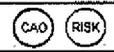


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Sheet 12 of 23

DR2

<b>REFERENCE DRAWINGS</b> 12-0113 STRONGER LACE DRAWING		<b>BEN C. GERWICK, INC.</b> 10000 S. BASCOM AVENUE, SUITE 100 SAN JOSE, CA 95128 408.261.1111 WWW.BENGERWICK.COM		<b>CITY OF MONTEREY WHARF II - CONCEPT REPAIR DRAWINGS</b> STRINGER REPAIR DETAILS	
DATE: 12-11-12 DRAWN BY: [ ] CHECKED BY: [ ] APPROVED BY: [ ]	DATE: 12-11-12 DRAWN BY: [ ] CHECKED BY: [ ] APPROVED BY: [ ]	DATE: 12-11-12 DRAWN BY: [ ] CHECKED BY: [ ] APPROVED BY: [ ]	DATE: 12-11-12 DRAWN BY: [ ] CHECKED BY: [ ] APPROVED BY: [ ]	DATE: 12-11-12 DRAWN BY: [ ] CHECKED BY: [ ] APPROVED BY: [ ]	DATE: 12-11-12 DRAWN BY: [ ] CHECKED BY: [ ] APPROVED BY: [ ]





# PRELIMINARY JURISDICTIONAL DETERMINATION FORM

## San Francisco District

**This Preliminary Jurisdictional Determination finds that there "may be" waters of the United States in the subject review area and identifies all such aquatic features, based on the following information:**

**Regulatory Division:** South Branch      **File Number:** 2015-00012-S      **PJD Completion Date:** 06-12-2015

<p><b>Review Area Location</b>                  City/County: City of Monterey      State: California                  Nearest Named Waterbody: Pilarcitos Creek                  Approximate Center Coordinates of Review Area                  Latitude (degree decimal format): 36.60331°N                  Longitude (degree decimal format): -121.88944°W                  Approximate Total Acreage of Review Area: 3.5 acres</p>	<p><b>File Name:</b> Waterfront Maintenance Project</p> <p><b>Applicant or Requestor Information</b>                  Name: Norman Green                  Company Name: City of Monterey                  Street/P.O. Box: 580 Pacific Street                  City/State/Zip Code: Monterey, California 93940</p>
--	--

<p><b>Estimated Total Amount of Waters in Review Area</b></p> <p><b>Non-Wetland Waters:</b>      lineal feet      feet wide and/or                  3 acre(s)      Flow Regime: Perennial</p> <p><b>Wetlands:</b>      lineal feet      feet wide and/or                  acre(s)      Cowardin Class: Select</p>	<p><b>Name of Section 10 Waters Occurring in Review Area</b>                  Tidal: Pacific Ocean                  Non-Tidal:</p> <p><input type="checkbox"/> Office (Desk) Determination  <input checked="" type="checkbox"/> Field Determination:                  Date(s) of Site Visit(s): April 22, 2015</p>
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**SUPPORTING DATA:** Data reviewed for Preliminary JD (check all that apply – checked items should be included in case file and, where checked and requested, appropriately reference sources below)

- Maps, Plans, plots or plat submitted by or on behalf of applicant/requestor (specify):
- Data sheets submitted by or on behalf of applicant/requestor (specify):
  - Corps concurs with data sheets/delineation report.
  - Corps does not concur with data sheets/delineation report.
  - Data sheets prepared by the Corps.
  - Corps navigable waters' study (specify):
  - U.S. Geological Survey Hydrologic Atlas:
    - USGS NHD data.
    - USGS HUC maps.
  - U.S. Geological Survey map(s) (cite quad name/scale):
  - USDA Natural Resources Conservation Service Soil Survey.
  - National wetlands inventory map(s) (specify):
  - State/Local wetland inventory map(s) (specify):
  - FEMA/FIRM maps.
  - 100-year Floodplain Elevation (specify, if known):
  - Photographs:
    - Aerial (specify name and date):
    - Other (specify name and date):
  - Previous JD determination(s) (specify File No. and date of response letter):
  - Other information (specify):

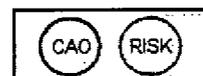
*[Handwritten Signature]* 27 Oct 15

**IMPORTANT NOTE:** If the information recorded on this form has not been verified by the Corps, the form should not be relied upon for later jurisdictional determinations.

*[Handwritten Signature]* 10/21/15

Signature and Date of Regulatory Project Manager  
(REQUIRED)

Signature and Date of Person Requesting Preliminary JD  
(REQUIRED, unless obtaining the signature is impracticable)



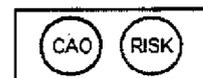
**EXPLANATION OF PRELIMINARY AND APPROVED JURISDICTIONAL DETERMINATIONS:**

1. The Corps of Engineers believes that there may be jurisdictional waters of the United States on the subject site, and the permit applicant or other affected party who requested this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time.

2. In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "preconstruction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an approved JD for the activity, the permit applicant is hereby made aware of the following: (1) the permit applicant has elected to seek a permit authorization based on a preliminary JD, which does not make an official determination of jurisdictional waters; (2) that the applicant has the option to request an approved JD before accepting the terms and conditions of the permit authorization, and that having a permit authorization on an approved JD could possibly result in less compensatory mitigation being required or different special conditions; (3) that the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) that the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) that undertaking any activity in reliance upon the subject permit authorization without requesting an approved JD constitutes the applicant's acceptance of the use of the preliminary JD, but that either form of JD will be processed as soon as is practicable; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a preliminary JD constitutes agreement that all wetlands and other water bodies on the site affected in any way by that activity are jurisdictional waters of the United States, and precludes any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an approved JD or a preliminary JD, that JD will be processed as soon as is practicable. Further, an approved JD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331, and that in any administrative appeal, jurisdictional issues can be raised (see 33 C.F.R. 331.5(a)(2)). If, during that administrative appeal, it becomes necessary to make an official determination whether CWA jurisdiction exists over a site, or to provide an official delineation of jurisdictional waters on the site, the Corps will provide an approved JD to accomplish that result, as soon as is practicable.

Aquatic Resource I.D.	Latitude (degree decimal format)	Longitude (degree decimal format)	Cowardin Class and Flow Regime	Estimated Area or Lineal Feet of Aquatic Resource		Type of Aquatic Resource
OCEAN	36.604466°N	-121.83903°W	Murine Flow: Seasonal	lineal ft 3 acre(s)	ft wide	Ocean
	°N	°W	Riverine Flow: Perennial	lineal ft acre(s)	ft wide	Select
	*Select	*Select	Select Flow: Select	lineal ft acre(s)	ft wide	Select
	*Select	*Select	Select Flow: Select	lineal ft acre(s)	ft wide	Select
	*Select	*Select	Select Flow: Select	lineal ft acre(s)	ft wide	Select
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 CORPS OF ENGINEERS  
 REGULATORY DIVISION





**Nationwide Permit 3 - Maintenance**

(a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure, or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project or within the boundaries of the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays.

(b) This NWP also authorizes the removal of accumulated sediments and debris in the vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.) and/or the placement of new or additional riprap to protect the structure. The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization. The placement of new or additional riprap must be the minimum necessary to protect the structure or to ensure the safety of the structure. Any bank stabilization measures not directly associated with the structure will require a separate authorization from the district engineer.

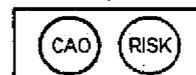
(c) This NWP also authorizes temporary structures, fills, and work necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

(d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

**Notification:** For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 31). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Sections 10 and 404)

**Note:** This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act Section 404(f) exemption for maintenance.

Federal Register / Vol. 77, No. 34 / Tuesday, February 21, 2012 / Notices 10269



Enclosure 5

Permittee: Mr. Norman Green, City of Monterey

File Number: 2015-00012S

**Certification of Compliance  
for  
Nationwide Permit**

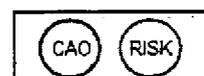
"I hereby certify that the work authorized by the above referenced File Number and all required mitigation have been completed in accordance with the terms and conditions of this Nationwide Permit authorization."

\_\_\_\_\_  
(Permittee)

\_\_\_\_\_  
(Date)

Return to:

Janelle Leeson  
U.S. Army, Corps of Engineers  
San Francisco District  
Regulatory Division, CESP-N-R-S  
1455 Market Street  
San Francisco, CA 94103-1398





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

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

April 1, 2016

Refer to NMFS No: WCR-2015-3883

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

**Re: Endangered Species Act Section 7(a)(2) Concurrence Letter and Magnuson-Stevens Fishery Conservation and Management Act Essential Fish Habitat Response for the Monterey Harbor Wharf 2 maintenance, repairs, and upgrades project**

Dear Mr. Allen:

On May 18, 2015, NOAA's National Marine Fisheries Service (NMFS) received your request for a written concurrence that the U.S. Army Corps of Engineers' (Corps) proposal to approve the City of Monterey's permit application for Monterey Harbor Wharf 2 maintenance, repairs, and upgrades under Section 404 of the Clean Water Act (CWA) of 1972, as amended (33 U.S.C. § 1344 *et seq.*) and Section 10 of the Rivers and Harbors Act (RHA) of 1899, as amended (33 U.S.C.), is not likely to adversely affect (NLAA) species under NMFS' jurisdiction listed as threatened or endangered or critical habitats designated under the Endangered Species Act (ESA). This response to your request was prepared by NMFS pursuant to section 7(a)(2) of the ESA, implementing regulations at 50 CFR 402, and agency guidance for preparation of letters of concurrence.

NMFS also reviewed the proposed action for potential effects on essential fish habitat (EFH) designated under the Magnuson-Stevens Fishery Conservation and Management Act (MSA) including conservation measures and any determination you made regarding the potential effects of the action. This review was pursuant to section 305(b) of the MSA, implementing regulations at 50 CFR 600.920, and agency guidance for use of the ESA consultation process to complete EFH consultation. NMFS also reviewed the proposed action for potential effects on marine mammal species protected under the Marine Mammal Protection Act (MMPA), as amended (16 U.S.C. 1361).

This letter underwent pre-dissemination review using standards for utility, integrity, and objectivity in compliance with applicable guidelines issued under the Data Quality Act (section



515 of the Treasury and General Government Appropriations Act for Fiscal Year 2001, Public Law 106-554). The concurrence letter will be available through NMFS' Public Consultation Tracking System.<sup>1</sup> A complete record of this consultation is on file at NMFS' West Coast Region, North Central Coast Office located at 777 Sonoma Avenue, Room 325, Santa Rosa, California 95404.

### Proposed Action and Action Area

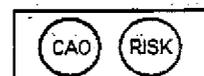
The City of Monterey's (City) proposed repairs, replacement, and modification to the City-owned waterfront area structures of Monterey Harbor Wharf 2 would occur over a period of five years. The purpose of the pile replacement, pile repairs, wharf structural repairs, and ongoing maintenance is to cover all maintenance needs of Wharf 2, and keep the waterfront serviceable for public use for the next five years.

Existing piling and other structural elements supporting the deck of Wharf 2 have deteriorated and the City has concerns about the structural integrity of these support structures. There are 15 piles proposed to be replaced or reinforced: seven Douglas fir 16-inch diameter timber piles that the City proposes to entirely replace, and eight piles to be repaired with wraps, sleeves, and friction collars. Of the seven piles being replaced, four piles are located outside the sheet pile wall on Wharf 2, and three piles are located inside the wall on Wharf 2. The City's preferred method of pile removal is complete pile removal, which involves gripping the pile with a chain, cable or collar and pulling up vertically with a cable or hydraulic crane. In the event that a pile breaks during removal, a clamshell and/or chain would be used to grip the remaining broken piece and complete the removal process. Horizontal snapping and breaking of a pile would only be employed if complete removal was infeasible, and would leave any pile remnants a minimum of three feet below the mudline. To facilitate pile removal and installation, the wharf deck and upper structure will be temporarily removed for access to the pile. The new piles to be installed are treated with ammoniacal copper zinc arsenate (ACZA), and then encapsulated with a marine grade polyurea coating system to prevent leaching of ACZA and to protect from abrasion and mechanical damage.

Pile driving the wood piles will be performed by a 3000 pound drop hammer in approximately 4.5 meters of water. A cushion block will be used between the hammer and pile. The seven piles are expected to be driven in no less than four days, so that no more than two piles will be driven per day. There will be 15 strikes per pile that equates to 30 pile strikes per day. A soft start technique will be used to allow fish and marine mammals to vacate the area before the pile driver reaches full power. An initial set of three strikes would be made by the hammer at 40 percent energy, followed by a one-minute waiting period, then two subsequent three-strike sets also at 40 percent energy before initiating continuous driving. In order to minimize adverse effects to marine mammals and sea turtles, the City will implement management practices for pile driving as follows:

- The City will implement a 150 meter harassment exclusion zone at all times around the pile driving operation, which is the same distance as required for the City's dredging

<sup>1</sup> On the PCTS homepage (<https://pcts.nmfs.noaa.gov/pcts-web/homepage.pcts>), use the following PCTS tracking number within the Quick Search column: WCR-2015-3883.



operations. All pile driving shall cease until all marine mammals and sea turtles are no longer within the exclusion zone. All marine mammals and sea turtles will be allowed to leave voluntarily.

- The City agrees to provide a NMFS-approved biological monitor(s) to identify marine mammals and leatherback sea turtles and ensure compliance with the exclusion zone.

To ensure no adverse effects to black abalone from proposed project activities would occur, a diver survey was conducted in November 2015 on the piles to be replaced and repaired. No black abalone were found on the piles (Tenera Environmental 2015). The Corps will require a resurvey of piles and any other in-water structures proposed to be replaced or repaired if project activities will be conducted after December 31, 2016. These additional surveys will be conducted no more than 30 days prior to the start of project work, and by NMFS-approved divers/biologists who have experience in visually identifying black abalone in the field. Requiring additional black abalone surveys for work conducted after December 31, 2016, will help our understanding of abalone presence in Monterey Harbor, and because black abalone larvae from adjacent populations may recruit to some in-water structures, but would not be visible during diver surveys until about one year of age (20 millimeters (mm) shell length).

In-water repairs will be conducted on both the east and west sides of Wharf 2, meaning work will be conducted both inside the harbor and outside the harbor in the marine environment. Cement grout will be used to repair various concrete and steel re-bar reinforcement structures that constitute the base of certain bearing piles. In-water repairs also involve grouting up to 50 spaces that are developing between concrete sheet piles that protect the harbor and prevent sand migration into the harbor. To ensure that this work does not pollute the marine environment, the applicant is using a semi-solid, putty-like cement grout material that will be injected by hand into interstitial the spaces of the pile reinforcement structures and between the tongue and groove features of the sheet pile wall. Much, but not all, of this work can be completed during low tide. In addition, work will stop if any leak is detected and cleanup will commence immediately. (See the project description and BA for more information on in-water and above-water minor repairs).

Standard best management practices (BMPs) will be incorporated for all work activities to prevent pollution or debris from entering the water column from construction activities, and to reduce any contaminated stormwater runoff:

- Any equipment operated within or adjacent to the water shall be checked and maintained daily to prevent leaks of materials that could be deleterious to marine life. Petroleum products and other substances that could be deleterious to marine life shall be prevented from contaminating the sand onshore and entry to nearby waters. Any spilled materials shall be removed immediately.
- Oil spill booms, absorbent material, and spill containment devices shall be readily available at the project work site.
- Construction materials shall not be coated or treated with any materials/chemicals that may leach into the surrounding environment and adversely affect biological resources or water quality.

- Stockpiles of construction debris or material shall be adequately separated (three meters) from the water and any wave action during project activities.
- Demolished materials shall be removed from the site and disposed of in accordance with local laws and regulations.

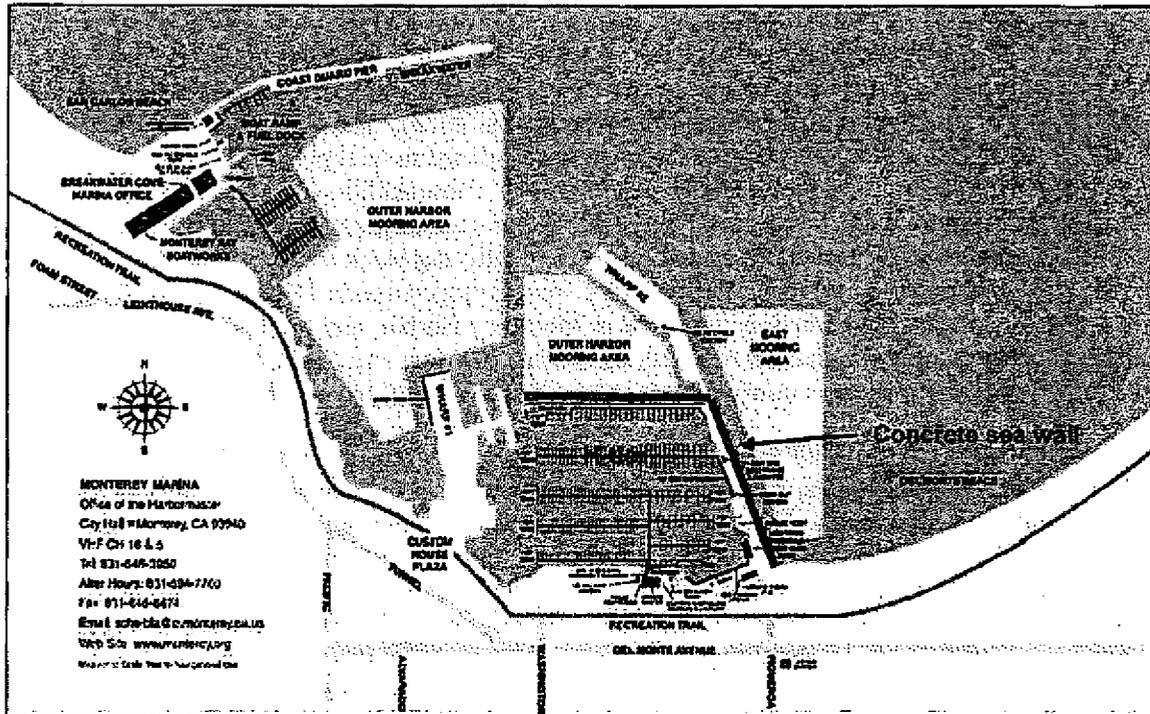


Figure 1. Map of Monterey Harbor, City of Monterey, California. Wharf 2 piles to be repaired or replaced are located inside and outside the concrete sea wall distributed along the stretch of the East Mooring Area as shown. Annotations added by NMFS. Image credit: 60% Design Submission. Ben C. Gerwick, Inc.

The proposed project's action area includes the area on and under the deck of Wharf 2, and an area from the wharf out a distance of 215 meters into Monterey Harbor and Monterey Bay waters (Figure 1 and 2). The action area includes soft-bottom sand habitat, upland, and tidally-influenced harbor and ocean waters. The Monterey Harbor is located at the southern end of Monterey Bay, California, and is surrounded by the City of Monterey, a modified and urbanized area. The water depths in the action area range from 0 meters where Wharf 2 connects with the shoreline to approximately 5 meters at mean lower low water (MLLW) at the end of the wharf. The wharf structure is supported by piles and includes a concrete sheet pile sea wall that functions as a breakwater for the eastern boundary of Monterey Harbor and sand migration

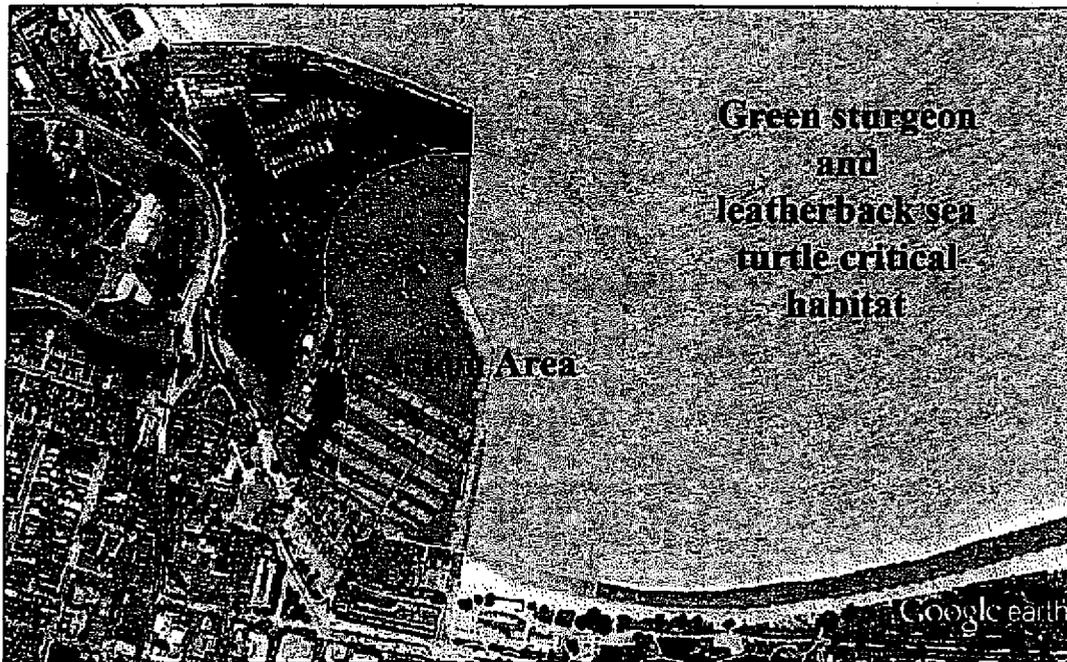


Figure 2. Aerial photo of Monterey Harbor showing the furthest extent of the action area as defined by the RMS behavioral potential effects distance of 215 meters from wharf 2 pile driving activities. Green sturgeon and leatherback sea turtle critical habitat is designated outside Monterey Harbor in Monterey Bay, and coexists with the Action Area outside Monterey Harbor.

prevention. The concrete sea wall extends west into the harbor just south of the elbow, leaving the outer portion of Wharf 2, outer harbor mooring area, and east mooring area exposed to ocean waves and currents. The habitat underneath the wharf is a light-limited soft bottom substrate with epifaunal and infaunal invertebrates. The shoreline outside the harbor on the east side of the wharf is a sandy beach habitat (Del Monte Beach), and the shoreline inside the harbor on west side of the wharf has been modified into a vertical concrete sea wall structure. There is no known freshwater stream or river confluence in Monterey Harbor. The action area includes approximately 70 acres of waters and uplands affected directly and indirectly by the Federal action, and not merely the immediate area involved in the action (50 CFR 402.02). As described below, the root-mean-square (RMS) sound level determines the area of anticipated effects to fish behavior, and defines the outer extent of the action area (Figure 2). Effects from turbidity, temporary substrate disturbance, and accidental release of materials, as described below, are expected to occur in the immediate vicinity of the wharf.

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

## Action Agency's Effects Determination

### *Endangered Species Act*

The Corps has determined that the proposed project may affect, but is not likely to adversely affect, the listed species, distinct population segments (DPS), and evolutionarily significant units (ESU) listed below.<sup>2</sup> Available information indicates the following listed species may be affected by the proposed action:

- Central California Coast (CCC) coho salmon ESU (*O. kisutch*)**  
endangered (70 FR 37160, June 28, 2005);
- South-Central California Coast (S-CCC) steelhead DPS (*O. mykiss*)**  
threatened (71 FR 834, January 5, 2006);
- Central California Coast (CCC) steelhead (*Oncorhynchus mykiss*) DPS**  
threatened (71 FR 834; January 5, 2006)
- North American Green Sturgeon southern DPS (*Acipenser medirostris*)**  
threatened (71 FR 17757; April 7, 2006)  
critical habitat<sup>2</sup> (74 FR 52300; October 9, 2009);
- Leatherback Sea Turtle (*Derموchelys coriacea*)**  
endangered (35 FR 8491, June 2, 1970)  
critical habitat<sup>2</sup> (77 FR 4170, January 26, 2012);
- Black abalone (*Haliotis cracherodii*)**  
endangered (74 FR 1937; January 14, 2009).

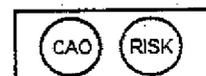
The Corps' determination for each of the species described above was based on the life history of each of the species, the existing habitat within the action area, and the implementation of minimization measures and BMPs described above.

Salmon and steelhead are anadromous fish, where older juvenile and adult life stages occur in the ocean until the adults ascend freshwater streams to spawn. However, there are no freshwater rivers or streams that flow into Monterey Harbor. Therefore, if any salmon or steelhead species are found in or around Monterey Harbor, it would likely be for the general purposes of foraging and refuge in the Monterey Bay region. Along the Pacific coast of North America, juvenile (smolt) and adult coho salmon are typically encountered along the continental shelf in the broad region of coast where they originated (Weitkamp and Neely 2002).<sup>3</sup> Marine distribution of steelhead may be broader than the ocean ranges of other salmonids (Quinn 2005).<sup>4</sup> Therefore, it is possible that CCC coho salmon, S-CCC steelhead, and CCC steelhead could be present in the Monterey Bay region during project activities. Despite possible salmon and steelhead presence in Monterey Bay, there is insufficient information to determine the population abundance of

<sup>2</sup> The designations of critical habitat for green sturgeon and leatherback sea turtles use the term primary constituent element (PCE) or essential features. The new critical habitat regulations (81 FR 7414, February 11, 2016) replace these terms with physical or biological features (PBFs). This shift in terminology does not change the approach used in conducting our analysis, whether the original designation identified PCEs, PBFs, or essential features. We use the term PBF from this point forward in this letter to mean PCE or essential feature, as appropriate for the specific critical habitat.

<sup>3</sup> CCC coho salmon life history is summarized in Weitkamp *et al.* (1995).

<sup>4</sup> S-CCC, CCC, and CV steelhead life history is summarized in Busby *et al.* (1996).



salmonids in the action area of this project. In addition, the area in and directly adjacent to Monterey Harbor is relatively more noisy, degraded, and polluted than the vast majority of Monterey Bay. Salmonids likely utilize the cleaner, quieter, and more ecologically productive areas of Monterey Bay. Nevertheless, NMFS expects that a very small number of listed adult salmonid species may be present in the action area during project activities.

The waters in and around Monterey Harbor, including the action area, fall within the range of the threatened southern DPS of North American green sturgeon (hereafter "green sturgeon"). Monterey Bay provides foraging habitat for green sturgeon, and small numbers have been observed during recent years (personal communication with David Woodbury May 26, 2015, and Joe Heublein May 27, 2015, both NMFS staff). The offshore marine waters outside the boundaries of Monterey Harbor are designated as green sturgeon critical habitat; however, the waters located inside the boundaries of Monterey Harbor are not designated green sturgeon critical habitat (Figure 2).<sup>5</sup> The physical or biological features (PBFs) of nearshore coastal marine areas for green sturgeon are migratory corridors, water quality, and food resources (50 CFR §226.219). Green sturgeon are anadromous, where adults spawn in deep turbulent sections of the upper Sacramento River. As juvenile green sturgeon age, they migrate downstream and rear in the lower delta and bays, entering the ocean during the first one to four years of their life history (Nakamoto *et al.* 1995).<sup>6</sup> Green sturgeon have been observed in the marine waters of Monterey Bay during summer and fall months (Lindley *et al.* 2008); however, NMFS is not aware of any reports of green sturgeon in Monterey Harbor, including the action area. Although it is possible that Monterey Harbor could provide green sturgeon marine habitat, there is insufficient information to determine the population abundance of green sturgeon in the action area. In addition, the action area includes relatively poor conditions with condensed boat traffic compared to other areas of Monterey Bay where green sturgeon are more likely to be found. Nevertheless, NMFS expects that a small number of adult and subadult green sturgeon may be present in the action area during project activities.

Central California oceanic waters represent an important foraging region for Pacific leatherback sea turtle. Benson *et al.* (2007) estimated the average Pacific leatherback abundance to be 178 animals, with the greatest densities found feeding on jellyfish offshore in open waters of central California in the summer and fall seasons. Telemetry studies and genetic analyses have confirmed that these leatherbacks are linked to one of the two largest remaining leatherback breeding populations, located in Indonesia, with a portion of the population traveling across the Pacific Ocean to feed off central California and the Pacific Northwest (Benson *et al.* 2011). In 2012, NMFS designated critical habitat in two places, one of which included an area from Point Arena to Point Arguello, California, east of the 3,000 meter depth contour that extends to the shoreline at the level of extreme low water. Considering this proposed project, critical habitat

<sup>5</sup> The lateral extent of the southern DPS North American green sturgeon critical habitat in Monterey Bay to the west is defined by the 60 fathom depth bathymetry contour relative to mean lower low water (MLLW) and shoreward to the area inundated by MLLW, or to the COLREGS demarcation lines. Dividing Monterey Harbor from Monterey Bay, the COLREGS line is drawn from Monterey Harbor Light 6 [end of western breakwater] to the northern extremity of Monterey Municipal Wharf 2 (33 CFR §80.1134). Certain bays in California are designated green sturgeon critical habitat (e.g., San Francisco Bay, Humboldt Bay), but Monterey Harbor is not included (74 FR 52300; Oct. 9, 2009).

<sup>6</sup> The life history of green sturgeon in California is summarized in National Marine Fisheries Service (2015).

extends to the outer boundary of Monterey Harbor (Figure 2).<sup>7</sup> The PBF for leatherback sea turtle designated critical habitat is density of prey (77 FR 4170), which are primarily pelagic jellyfish. Although there is great inter-annual variability of the summer and fall jellyfish abundance and associated leatherback sea turtle presence in Monterey Bay, they have been occasionally sighted from vessels just outside the Monterey Harbor breakwater during summer and fall months (personal communication NMFS staff Scott Benson). Thus, NMFS expects that a small number of adult leatherback sea turtles may be present in the action area during project activities that occur during summer and fall months.

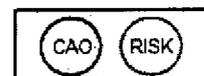
Black abalone occur in rocky intertidal and subtidal habitat (from the high intertidal to six meter depth) from Point Arena, California, to Baja, Mexico. Abalone are broadcast spawners, meaning that adults release their gametes into the water and rely on external fertilization. The larval stage lasts for 3 to 10 days (McShane 1992). Larvae typically settle in rocky habitat with crustose coralline algae and crevices.<sup>8</sup> The dock and pier structures of Monterey Harbor are not considered optimal habitat for black abalone, due to relatively lower amounts of refuge and food sources compared to natural rocky reef habitat elsewhere in Monterey Bay. However, in April 2012, researchers with the Monterey Bay National Marine Sanctuary (MBNMS) found several juvenile black abalone (~20 mm in shell length) on the plastic float underside of a floating dock in H-tier in an area primarily covered with crustose coralline algae (pers. comm. with Steve Lonhart, MBNMS, on June 8, 2015, with further clarification on December 21, 2015). No work on H-tier docks is proposed for this project, but the closest part of H-tier docks are in the action area approximately 10 meters away from Wharf 2 pilings, and physically connected to the Wharf 2 pier structure via an above-water walkway that extends down from the wharf to the docks (Figure 1 and 2). No transit from H-tier docks to Wharf 2 is expected, because abalone would not survive the above-water walkway travel due to desiccation, and they would not be able to move over the sandy bottom to the base of the piles. NMFS anticipates that, due to the lack of suitable refuge in the form of deeper cracks and crevices more often found in natural rocky reef habitat, black abalone on Monterey Harbor docks and pilings undergo high mortality from predation and do not typically survive to adulthood. In November 2015, biologists surveyed the piles at Wharf 2 and did not find black abalone or any other species of abalone on the piles of Wharf 2 where the work is proposed to be conducted (Tenera Environmental 2015). Crustose coralline algae does not readily recruit to wooden surfaces, and only a scarce amount was observed on the pilings in November 2015 (personal communication, Tenera 2016). Based on November 2015 survey results and generally unsuitable habitat (lack of rocky crevices and scarce food resources) for black abalone recruitment and survival, NMFS does not expect black abalone on Wharf 2 pilings, and expects juvenile black abalone to be present in the action area underneath H-tier floating docks in small numbers.

*Magnuson-Stevens Fishery Conservation and Management Act*

The Corps has determined that the proposed action may adversely affect EFH. The Corps has also determined that the proposed action would not have a substantial adverse impact on EFH for

<sup>7</sup> Leatherback sea turtle critical habitat extends to a water depth of 80 meters from the ocean surface and is delineated along the shoreline at the line of extreme low water, except in the case of estuaries and bays where COLREGS lines (defined at 33 CFR part 80) shall be used as the shoreward boundary of critical habitat (77 FR 4170, January 26, 2012).

<sup>8</sup> The life history of black abalone is summarized in National Marine Fisheries Service (2011).



species managed under the Pacific Groundfish Fishery Management Plan (FMP), and Coastal Pelagic Species FMP pursuant to section 305(b) of the MSA, 16 U.S.C. § 1855(b). This determination is based on implementation of the proposed avoidance and minimization measures described above. The action area is located within an area identified as EFH for various life stages of fish species managed with the following FMPs under the MSA:

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

In addition to black abalone surveys conducted, eelgrass (*Zostera marina*) preliminary surveys were also conducted at the base of the piles. Eelgrass beds are designated seagrass and submerged aquatic vegetation Habitat Areas of Particular Concern under the Groundfish and Salmon FMPs, respectively. During the eelgrass survey, Tenera Environmental (Tenera Environmental 2015) conducted a three meter radius search at the base of the piles to be replaced and repaired and found a complete absence of eelgrass under the wharf both inside and outside the harbor. Tenera noted that many of the piles were in near complete darkness inside the sheet pile wall, and turbid reduced-light conditions at depths of approximately 18-21 feet under the wharf outside the sheet pile wall. Therefore, potential project effects to eelgrass is not analyzed in this EFH consultation.

### Consultation History

The Corps requested informal consultation with NMFS by letter dated May 18, 2015. A biological assessment and project designs were also included with this package. On January 8, 2016, NMFS received correspondence from the Corps amending the initial species effects determinations, sent on May 18, 2015, for the listed salmonids, green sturgeon, leatherback sea turtle, and black abalone listed above. NMFS requested more information on pile driving, and black abalone and eelgrass surveys. NMFS received further information on the Wharf 2 piling surface in an email correspondence from Tenera on February 16, 2016. NMFS received the additional information and initiated consultation on February 16, 2016.

## ENDANGERED SPECIES ACT

### Effects of the Action

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

The effects of the proposed action may include underwater noise from pile driving, water quality effects of increased turbidity from underwater work, accidental release of cement grout or other materials during construction, and temporary substrate disturbance to species and habitat from

underwater work. This analysis of effects to species and habitats is generally divided between the inside of the concrete sea wall versus the outside due to the concrete sea wall's influence on turbidity, water flow, and sound effects (Figure 1).

#### *Underwater Noise from Pile Driving*

Salmonids, green sturgeon, marine mammals, and leatherback sea turtles described above rely on sound, in part, for their survival in the marine environment. Abalone are not known to have dedicated auditory structures (Bevelander 1988), but could be affected by high intensity sound. High intensity noise sources such as pile driving can cause behavioral changes and, in the case of high intensity sources, hearing loss, tissue damage, and mortality in fishes (Hastings and Popper 2005; Gaspin 1975; Hastings *et al.* 1996; Scholik and Yan 2001; McCauley *et al.* 2003; Hastings 1995). Potential underwater noise impacts from this proposed project's pile driving have been analyzed according to the following worst-case scenario acoustic metrics for physical injury or mortality: 206 decibel (dB) peak (re:  $1\mu\text{Pa}$ ), and 187 dB (re:  $1\mu\text{Pa}^2\text{-sec}$ ) cumulative sound exposure level (cSEL).<sup>9</sup> Based on sound pressure levels recorded from a similar pile driving project in San Francisco Bay,<sup>10</sup> this project's expected sound values produced from pile driving are below the physical injury or mortality thresholds described above. Thus, pile driving during this project is not expected to cause mortality, or physical injury to listed fish species or abalone.<sup>11</sup>

Pile driving could result in underwater sound that may startle green sturgeon or salmonids, causing them to temporarily disperse from the area. The criterion NMFS uses for sound levels that may affect fish behavior is the 150 dB RMS threshold. Based on RMS calculations, this project results in 170 dB RMS<sup>9</sup>, therefore, according to the NMFS pile driving calculations model, the area in which fish behavior may be affected extends 215 meters out in all directions from the pile being driven. For piles being replaced outside the concrete sea wall (four piles), the average distance between the piles and the wall is approximately 100 meters. NMFS expects the seawall will act as a sound absorbing structure, effectively decreasing the 215 meter radius of potential behavioral effects to approximately 100 meters in the direction of the seawall. The potential effect area is dominated by adjacent moorings outside the harbor (east mooring area), and inside the harbor (outer harbor mooring area) but outside the concrete sea wall (Figure 1). Although the 170 dB RMS sound level may disturb fish in the outer harbor area and the east mooring area, both areas have a relatively high level of background disturbance (including noise) from boat traffic. These areas are located near an open-water vessel traffic zone with an ample amount of suitable habitat available to fish species. Any listed fish disturbed would quickly find

<sup>9</sup> The criterion for cSEL used for this project is based on fish with a mass of two grams and heavier, as the presence of pre-smolt juvenile salmonids or juvenile green sturgeon under two grams is extremely unlikely.

<sup>10</sup> Hydroacoustic data is estimated from historical records of a similar project at Ballena Bay Marina, Alameda, CA according to the 2012 California Department of Transportation, "Compendium of Pile Driving Sound Data." The sound values when driving wood piles of this relative size are 180 dB peak, 160 dB SEL, 170 dB RMS. All values were unattenuated (e.g., no bubble curtains or coffer dams used) and were measured approximately 10 meters from the piles (Caltrans 2012, and ICF Jones and Stokes *et al.* 2009).

<sup>11</sup> Few if any studies on tissue damage in mollusks like abalone from high intensity sound have been done. The only study NMFS found (Aplin 1947) is not comparable because it focused on abalone near underwater explosions, which likely produced much more intensive sound than this pile driving project would. NMFS is assuming abalone tissue would react similarly to fish tissue for the purposes of this analysis.

suitable habitat nearby away from pile driving noise. Therefore, any behavioral effects to listed species outside the concrete sea wall are insignificant.

Concerning potential behavioral impacts on sturgeon and salmonids resulting from the three piles being replaced inside the concrete sea wall (Figure 1), the majority of sound that would have otherwise traveled out into the marine environment is expected to be attenuated by the sea wall because piles are located within a few meters interior to the sea wall, an effective sound absorbing structure. The 215 meter radius of potential behavioral effects (described above) encompasses Monterey Marina in the action area between Wharf 1 and 2 in Monterey Harbor (Figure 1). Monterey Marina is dominated by densely packed boat slips, constant vessel traffic, and other harbor related disturbances. Any listed salmonids or green sturgeon present during construction activities would have adequate water depths and area within the harbor and adjacent open waters of Monterey Bay to disperse if they are disturbed by noise from pile driving. Therefore, NMFS expects underwater sound effects from pile driving to listed salmonids and green sturgeon to be insignificant. The anticipated effects of underwater noise to green sturgeon critical habitat are anticipated to be insignificant and will not degrade the PBFs of migratory corridor, water quality, and food resources.

Abalone may react behaviorally to underwater sound from pile driving. Although abalone do not have ears, abalone do contain organs called statocysts that are believed to function primarily as gravity sensors, allowing the individual to determine up from down (Hubbard 1960; Lovell *et al.* 2005). In some species of invertebrates, these organs also function in rudimentary sound reception (Lovell *et al.* 2005; Mooney *et al.* 2010). Where information on marine invertebrate hearing exists, sensitivity in low frequency ranges seems to be prevalent. We were not able to identify information to support high frequency hearing. Low frequency sound has been found to cause larvae to swim in the direction of or away from the sound source, which in theory would be natural reefs where settlement into future life stages is preferable or swim to undesirable locations, depending upon species (Jeffs *et al.* 2003; Radford *et al.* 2007; Simpson *et al.* 2011; Stanley *et al.* 2009; Vermeij *et al.* 2010). However, invertebrate responses to sound appear to be highly species and situationally specific (Stocks *et al.* 2012). Other responses seem to include startle responses in squid (Mooney *et al.* 2010). Based upon available information, we expect that any black abalone exposed to noise from pile driving may respond via a stress response and in ways resembling startles such as those observed in other marine invertebrates. Black abalone grow so slowly that the period of four days over which pile driving would operate would not result in appreciable differences in growth versus normal conditions. Reproduction is not expected during the periods of pile driving from juvenile abalone observed on H-tier and differences in reproductive parameters are not expected. Larvae are very small, and tidal or other currents in the harbor would immediately overcome any attempt by larvae to swim toward or away from pile driving noise. Therefore, NMFS considers the effects of sound on black abalone from this proposed project to be insignificant.

Regarding underwater noise effects to leatherback sea turtles, there are currently no specific guidelines for safety criteria that directly relate to sea turtle injuries or behavioral response changes resulting from elevated sound pressure levels. In general, NMFS and other Federal agencies have relied upon the noise criteria for marine mammals (cetaceans or pinnipeds) and the safety zones that have been employed for projects to minimize the risk of injury to these species as a conservative proxy for managing impacts of very loud sound on sea turtles. While sea turtle

hearing has not been studied nearly as much as marine mammal hearing, the general consensus is that, given what is known about the relative complexity of hearing and underwater communication abilities of many marine mammal species compared to sea turtles, it is likely that most, if not all, marine mammal species are more sensitive to underwater sound than sea turtles. McCauley *et al.* 2000 documented erratic swimming activity for loggerhead and green sea turtles in a caged environment during periods of received sound in excess of 175 dB RMS. The authors concluded these behaviors were marking the relative point where avoidance would occur for unrestrained turtles in that acoustic environment. The sound level expected from this proposed project will not exceed 170 dB RMS and, therefore, NMFS does not expect changes in sea turtle behavior to occur. In addition, as described above, the City of Monterey will implement a 150 meter harassment exclusion zone at all times around the pile driving operation to avoid interaction between marine mammals, leatherback sea turtles, and construction operations. All pile driving shall cease until all marine mammals or sea turtles are no longer within the exclusion zone. All marine mammals and sea turtles will be allowed to leave voluntarily. Therefore, NMFS considers the effects of sound on leatherback sea turtles from this proposed project to be insignificant. In addition, the anticipated effects of underwater noise are not expected to degrade the leatherback sea turtle critical habitat PBF of prey density because jellyfish have no auditory receptacles and are not expected to be adversely effected by pile driving timber piles.

#### *Turbidity*

The proposed project includes activities that may increase turbidity that may affect green sturgeon, green sturgeon critical habitat, leatherback sea turtle critical habitat, salmonids, and black abalone. As piling and other underwater repairs are performed, disturbance of the sand bottom in the project footprint will likely result in short-term and localized levels of increased turbidity. Turbidity can affect fish by disrupting normal feeding behavior, reducing growth rates, and increasing stress levels (Benfield and Minello 1996; Nightingale and Simenstad 2001). However, long-term or high-level turbidity plumes are not anticipated because the substrate at the project location is 98% medium grain sand (Denise Duffy & Associates 2015). The area inside the concrete sea wall is subject to tidal circulation that is likely to disperse the relatively small, short-term turbidity plumes of primarily sand that are expected from project actions. The area outside the sea wall is subject to significant water motion in the form of waves, currents, and tides, reducing turbidity plumes more rapidly than the harbor inside the sea wall. Green sturgeon are a benthic dwelling species that are adapted to living in estuaries with fine sediment bottoms, and thus are tolerant of levels of turbidity that exceed levels expected from this project. The green sturgeon critical habitat PBFs of migratory corridor, water quality, and food resources are also not expected to suffer from the short-term and localized turbidity from this project. Similarly, the leatherback sea turtle critical habitat PBF of prey density (jellyfish) is also not expected to suffer from the short-term and localized turbidity from this project. Salmonids, although relatively more sensitive to turbidity than sturgeon, have access to large areas of Monterey Harbor and Monterey Bay and would likely leave the area of localized turbidity, suffering no ill effects. For black abalone, increased sediments in the water column could clog their gills and inhibit respiration if the effect persisted. However the substrate is primarily sand and expected to settle rapidly back to the soft-bottom substrate where abalone are not located. Green sturgeon, designated green sturgeon and leatherback sea turtle critical habitat, listed salmonids, and black abalone are not expected to suffer ill effects from the short-term, localized turbidity because the sediments in the action area are primarily sand, BMPs will be implemented to minimize turbidity effects, and currents and tidal flow are expected to quickly dissipate

turbidity. Therefore, NMFS expects any turbidity effects associated with this project to be insignificant.

#### *Accidental Release of Materials*

Regarding in-water repairs using epoxy and cement grout, it is expected that materials will generally be contained and will not be released into the waters or sediments of the action area. If these materials are leaked or spilled accidentally, listed species and critical habitat for green sturgeon and leatherback turtles present in the action area could be impacted. However, relative to the volume of saltwater inside and outside the harbor, a very small amount of material will be used for these repairs. Inside the harbor, degraded water quality associated with any accidental releases would likely be minor due to the semi-solid properties of the epoxy and grout material, buffering capacity of the saline environment, and tidal exchange. In addition to salinity and tides, the action area outside the harbor is of less concern because of the additional exposure to oceanic waves and currents. Work will stop if any leak is detected and cleanup will commence immediately. Despite the unlikelihood of spills, the applicant and/or contractor will have equipment on site and ready to contain released material immediately. Based on the small amounts involved, the dilution and dispersion from the large volume of water in the Bay, tidal exchange, and ocean currents, and clean up procedures described, NMFS expects that exposure of green sturgeon, leatherback turtles, or salmonids to toxic materials in amounts that could cause an adverse response is extremely unlikely.

Regarding PBFs for green sturgeon critical habitat and turtles, as described above, water quality effects would be miniscule and temporary. While there could be localized reductions in benthic organisms, or organisms in the water column such as jellyfish from exposure to toxic materials, the area affected and spill amount would be very small compared to the large volume of water and area of seafloor in Monterey Harbor and Monterey Bay. In addition, any small spill would be quickly dispersed from water motion due to waves and currents. Any loss of green sturgeon and leatherback sea turtle prey items would have an insignificant impact on green sturgeon critical habitat and leatherback sea turtle critical habitat because, as described above, very few, if any, prey items would be lost from a very tiny portion of the action area. Therefore, NMFS expects that any loss of sturgeon or turtle prey items from an accidental release of grout or epoxy that may result from this proposed action would be insignificant.

#### *Temporary Substrate Disturbance to Species and Habitat from Underwater Work*

Underwater work to the concrete sheet pile wall, pilings, and other structural elements will be conducted. Temporary and minor impacts to the adjacent sand habitat from divers using hand tools to repair the concrete sea wall, pilings, and other structural elements are anticipated to be minor and temporary. Green sturgeon and listed salmonids, if present and exposed to these effects, are highly mobile and would avoid the area at the onset of work. In addition, they would be able to access other habitats of Monterey Bay, which are likely to be higher quality habitat than the area near Monterey Harbor. In addition, the bottom substrate will recover quickly from the temporary and minor impacts. Substrate is not part of leatherback turtle critical habitat, and temporary substrate disturbance is not expected to degrade the PBF of prey (jellyfish) density. For these reasons, NMFS expects any adverse effects to listed species and green sturgeon and leatherback turtle critical habitat resulting from underwater work to be insignificant.

Although black abalone juveniles were observed on the underside of H-tier floating docks in 2012 (Tenera Environmental, 2015), natural mortality of abalone larvae is very high under normal conditions in optimal rocky reef habitat, and significantly higher larval mortality is expected in Monterey Harbor due to the lack of suitable habitat, food, and cover from predators. The area under and surrounding Wharf 2 is soft-bottom sandy habitat, which is unsuitable for black abalone larval settlement and survival. The nearest designated black abalone critical habitat is approximately 0.5 miles away to the northeast of Wharf 2, where there is ample rocky reef intertidal and subtidal habitat that includes complex refuge and more abundant food sources. Abalone larvae are capable of persisting in the water column from 3 to 10 days, and travel up to a few kilometers from their place of origin (reviewed in National Marine Fisheries Service, 2011). The juvenile abalone that were found within Monterey Harbor are likely an example of opportunistic settlement of abalone larvae on artificial hard plastic underside surfaces that is also favorable for crustose coralline algae recruitment. Abalone recruitment is extremely unlikely on the Wharf 2 pilings of this proposed project because they are vertical wood piling surfaces that do not provide cover from predators and have a scarcity of crustose coralline algae (abalone food resource). No black abalone were observed in November 2015 surveys, and it is expected that black abalone larvae would not recruit successfully to Wharf 2 pilings in their current condition. Thus, NMFS expects that any potential effects from pile removal and replacement to black abalone larvae to be discountable.

Regarding juvenile and adult abalone, it takes approximately one year to grow as a juvenile to a size of 20 millimeters (mm), followed by an average growth of 10-20 mm per year for the next several years (reviewed in National Marine Fisheries Service, 2011). Before one year of age black abalone juveniles are unable to be detected during diver surveys, the standard in situ scientific method to document abalone presence. Given that no black abalone were detected on Wharf 2 piling structures during November 2015 diver surveys, and considering that Monterey Harbor is not suitable habitat for settlement and survival of black abalone larvae, and the lack of suitable rocky intertidal and subtidal habitat for juveniles and adults within the vicinity of the project action area, it is extremely unlikely that juvenile and adult black abalone would be present on in-water structures during project activities during the calendar year of 2016, and any effects from proposed activities would be discountable. Nevertheless, to ensure the continued absence of black abalone on Wharf 2 in-water structures during project implementation, after December 31, 2016, black abalone surveys will be conducted by a NMFS-approved biologist prior to work performed on in-water structures that need to be repaired or replaced. Those surveys will be conducted no more than 30-days prior to construction activities on Wharf 2 in-water structures, and then expire in one year from the survey date. If future surveys indicate the presence of black abalone on in-water structures to be repaired or replaced, the Corps will temporarily suspend activities within the marine environment and notify NMFS to discuss Section 7 consultation requirements.

### Conclusion

Based on this analysis, NMFS concurs with the Corps that the proposed action is not likely to adversely affect the subject listed species above and designated critical habitats.

### Reinitiation of Consultation

Reinitiation of consultation is required and shall be requested by the Corps or by NMFS, where discretionary Federal involvement or control over the action has been retained or is authorized by law and (1) new information reveals effects of the action that may affect listed species or critical habitat in a manner or to an extent not previously considered; (2) the identified action is subsequently modified in a manner that causes an effect to the listed species or critical habitat that was not considered in this concurrence letter; or if (3) a new species is listed or critical habitat designated that may be affected by the identified action (50 CFR 402.16). This concludes the ESA portion of this consultation.

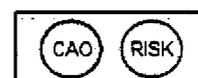
### MAGNUSON-STEVENSON FISHERY CONSERVATION AND MANAGEMENT ACT

Under the MSA, this consultation is intended to promote the protection, conservation and enhancement of EFH as necessary to support sustainable fisheries and the managed species' contribution to a healthy ecosystem. For the purposes of the MSA, EFH means "those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity", and includes the associated physical, chemical, and biological properties that are used by fish (50 CFR 600.10), and "adverse effect" means any impact which reduces either the quality or quantity of EFH (50 CFR 600.910(a)). Adverse effects may include direct, indirect, site-specific or habitat-wide impacts, including individual, cumulative, or synergistic consequences of actions.

NMFS determined the proposed action would adversely affect EFH through underwater noise from pile driving, water quality effects of increased turbidity from underwater work, accidental release of cement grout or other materials during construction, and temporary substrate disturbance. These effects are analyzed in the ESA section of this letter, and are applicable for this EFH effects analysis because there are no Habitat Areas of Particular Concern under the Groundfish and Salmon FMPs located in the action area for this proposed project. This project includes best management practices and minimization measures described above that are anticipated to avoid and minimize potential impacts to EFH. In addition, the effects described above are short-term and localized, therefore, NMFS has no EFH Conservation Recommendations to offer at this time. The Corps must reinitiate EFH consultation with NMFS if the proposed action is substantially revised in a way that may adversely affect EFH, or if new information becomes available that would affect the conclusions of this EFH consultation (50 CFR 600.920(l)). This concludes the MSA portion of this consultation.

### MARINE MAMMAL PROTECTION ACT

Common marine mammal species that may be found in the project area include California sea lions (*Zalophus californianus*), Pacific harbor seals (*Phoca vitulina*), harbor porpoise (*Phocoena phocoena vomerina*), common bottlenose dolphin (*Tursiops truncatus*), gray whale (*Eschrichtius robustus*), and humpback whale (*Megaptera novaeangliae*). Marine mammals are protected under the Marine Mammal Protection Act (MMPA) (16 U.S.C. § 1361 *et. seq.*). Under the MMPA, it is generally illegal to "take" a marine mammal without prior authorization from NMFS. "Take" is defined as harassing, hunting, capturing, or killing, or attempting to harass, hunt, capture, or kill any marine mammal. Except with respect to military readiness activities and certain scientific research conducted by, or on behalf of, the Federal Government,

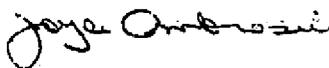


"harassment" is defined as any act of pursuit, torment, or annoyance which has the potential to injure a marine mammal in the wild, or has the potential to disturb a marine mammal in the wild by causing disruption of behavioral patterns, including, but not limited to, migration, breathing, nursing, breeding, feeding, or sheltering.

During the monitoring associated with this proposed project, the City will be monitoring for marine mammal presence and behaviors indicative of potential harassment. The use of monitors and protocols for marine mammals and sea turtles will minimize the potential for marine mammal harassment or injury under the MMPA resulting from this proposed activity. The City has agreed to a 150 meter exclusion zone, and will stop all construction activity if a marine mammal enters the exclusion zone. Marine mammals will also be allowed to leave the exclusion zone voluntarily. Pile installation/removal in the presence of marine mammals should not occur, as it may lead to harassment under the MMPA. NMFS requests that biological observers carefully record the behavior of any marine mammals that do occur within the project area. If marine mammal disturbance appears to be occurring during the project, the Corps should cease activity and contact NMFS before proceeding further. If the City anticipates harassment of marine mammals, then the City will need to apply for an Individual Harassment Authorization or Letter of Authorization under the MMPA<sup>12</sup>. In the unlikely event of an injury or mortality of a marine mammal due to this project, please immediately contact our regional stranding coordinator, Justin Viezbicke, at (562) 980-3230.

Please direct questions regarding this consultation to Brian Meux, [brian.meux@noaa.gov](mailto:brian.meux@noaa.gov), (707) 575-1253.

Sincerely,

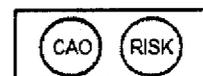
  
for William W. Stelle, Jr.  
Regional Administrator

cc: Janelle Leeson, U.S. Army Corps of Engineers, San Francisco District  
Norman Green, Engineering Division, City of Monterey  
Susan Wang, NMFS, Protected Resources Division, Long Beach  
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#### Literature Cited

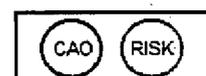
- Aplin, J. A. 1947. The effects of explosives on marine life. *California Fish and Game*:23-27.
- Benfield, M. C., and T. J. Minello. 1996. Relative effects of turbidity and light intensity on reactive distance and feeding of an estuarine fish. *Environmental Biology of Fish* 46(2):211-216.

<sup>12</sup> For more information on the MMPA and permits, please visit <http://www.nmfs.noaa.gov/pr/permits/incidental/>

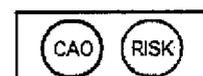


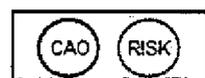
- Benson, S. R., K. A. Forney, J. T. Harvey, J. V. Carretta, and P. H. Dutton. 2007. Abundance, distribution, and habitat of leatherback turtles (*Dermochelys coriacea*) off California, 1990–2003. *Fishery Bulletin* 105(3):337-347.
- Benson, S. R., T. Eguchi, D. G. Foley, K. A. Forney, H. Bailey, C. Hitipeuw, B. P. Samber, R. F. Tapilatu, V. Rei, and P. Ramohia. 2011. Large-scale movements and high-use areas of western Pacific leatherback turtles, *Dermochelys coriacea*. *Ecosphere* 2(7):art84.
- Bevelander, G. 1988. Abalone, Gross and Fine Structure. Boxwood Press.
- Busby, P. J., T. C. Wainwright, G. J. Bryant, L. Lierheimer, R. S. Waples, F. W. Waknitz, and I. V. Lagomarsino. 1996. Status review of West Coast steelhead from Washington, Idaho, Oregon and California. United States Department of Commerce, National Oceanic and Atmospheric Administration Technical Memorandum NMFS-NWFSC-27. 261 pages.
- Caltrans. 2012. Appendix I: Compendium of Pile Driving Sound Data. Technical Guidance for Assessment of Mitigation of the Hydroacoustic Effects of Pile Driving on Fish, Prepared for California Department of Transportation. Prepared by ICF Jones & Stokes, and Illinworth & Rodkin.
- Denise Duffy & Associates, I. 2015. Biological Assessment: Wharf 2 Repairs and Parking Upgrades and Monterey Water Front Area Repairs and Maintenance Project, Monterey, California.
- Gaspin, J. B. 1975. Experimental Investigations of the Effects of Underwater Explosions on Swimbladder Fish. I. 1973 Chesapeake Bay Tests. Naval Surface Weapons Center White Oak Lab, Silver Spring, Maryland.
- Hastings, M. C. 1995. Physical effects of noise on fishes. INTER-NOISE and NOISE-CON Congress and Conference Proceedings 2:979-984.
- Hastings, M. C., and A. Popper. 2005. Effects of Sound on Fish. California Department of Transportation, Division of Research and Innovation Office of Materials and Infrastructure, Division of Environmental Analysis Office of Hazardous Waste and Noise, Sacramento, California.
- Hastings, M. C., A. N. Popper, J. J. Finneran, and P. J. Lanford. 1996. Effect of low-frequency underwater sound on hair cells of the inner ear and lateral line of the teleost fish *Astronotus ocellatus*. *Journal of the Acoustical Society of America* 99:1759-66.
- Hubbard, S. J. 1960. Hearing and the octopus statocyst. 845-853.
- ICF Jones & Stokes and Illingworth and Rodkin, I. 2009. Technical Guidance for Assessment and Mitigation of the Hydroacoustic Effects of Pile Driving on Fish. Prepared for California Department of Transportation, 630 K Street, Suite 400, Sacramento, California 95818.

- Jeffs, A., N. Tolimieri, and J. C. Montgomery. 2003. Crabs on cue for the coast: the use of underwater sound for orientation by pelagic crab stages. *Marine and Freshwater Research* 54:841-845.
- Leighton, D. 2005. Status review for the black abalone, *Haliotis cracherodii* Leach 1814. Unpublished document produced for the Black Abalone Status Review Team, Office of Protected Resources, Southwest Region, National Marine Fisheries Service, Long Beach, California.
- Lindley, S. T., M. L. Moser, D. L. Erickson, M. Belchik, D. W. Welch, E. L. Rechisky, J. T. Kelly, J. Heublcin, and P. A. Klimley. 2008. Marine migration of North American green sturgeon. *Transactions of the American Fisheries Society* 137(1):182-194.
- Lovell, J. M., M. M. Findlay, R. M. Moate, and H. Y. Yan. 2005. The hearing abilities of the prawn *Palaemon serratus*. *Comparative Biochemistry and Physiology A: Molecular and Integrative Physiology* 140(1):89-100.
- Mooney, T. A., and coauthors. 2010. Sound detection by the longfin squid (*Loligo pealeii*) studied with auditory evoked potentials: sensitivity to low-frequency particle motion and not pressure. *Journal of Experimental Biology* 213(21):3748-3759.
- McCauley, R., J. Fewtrell, A. Duncan, C. Jenner, M. Jenner, J. Penrose, R. Prince, A. Adhitya, J. Murdoch, and K. McCabe. 2000. Marine seismic surveys: Analysis of airgun signals; and effects of air gun exposure on humpback whales, sea turtles, fishes and squid. Rep. from Centre for Marine Science and Technology, Curtin Univ., Perth, WA, for Austral. Petrol. Prod. Assoc., Sydney, NSW:8-5.
- McCauley, R. D., J. Fewtrell, and A. N. Popper. 2003. High intensity anthropogenic sound damages fish ears. *The journal of the acoustical society of America* 113(1):638-642.
- McShane, P. 1992. Early life history of abalone: a review. Pages 120-138 in S. A. Shepherd, M. J. Tegner, and S. A. G. d. Próo, editors. *Abalone of the world: biology, fisheries and culture*. Blackwell Scientific Publications Ltd, Oxford, U. K.
- Myers, J. M., R. G. Kope, G. J. Bryant, D. Teel, L. J. Lierheimer, T. C. Wainwright, W. S. Grant, F. W. Waknitz, K. Neely, S. T. Lindley, and R. S. Waples. 1998. Status review of Chinook salmon from Washington, Idaho, Oregon, and California. U.S. Department of Commerce, NOAA Technical Memorandum, NMFS-NWFSC-35.
- Nakamoto, R. J., T. T. Kisanuki, and G. H. Goldsmith. 1995. Age and growth of Klamath River green sturgeon (*Acipenser medirostris*), Yreka, CA. 20 pp.
- National Marine Fisheries Service. 2011. Final Biological Report: Final Designation of Critical Habitat for Black Abalone, Southwest Region Protected Resources Division.



- National Marine Fisheries Service. 2012. Final Biological Report: Final Rule to Revise the Critical Habitat Designation for Leatherback Sea Turtles. NMFS Southwest Fisheries Science Center.
- National Marine Fisheries Service. 2015. Status Review for Southern Distinct Population Segment of the North American Green Sturgeon (*Acipenser medirostris*). National Marine Fisheries Service, West Coast Region, Long Beach, California.
- Nightingale, B., and C. A. Simenstad. 2001. Dredging Activities: Marine Issues. Washington State Transportation Center, University of Seattle, Seattle, Washington 98105.
- Quinn, T. P. 2005. The behavior and ecology of Pacific salmon and trout. American Fisheries Society, Bethesda, Maryland.
- Radford, C. A., A. G. Jeffs, and J. C. Montgomery. 2007. Directional swimming behavior by five species of crab postlarvae in response to reef sound. *Bulletin of Marine Science* 80(2):369-378.
- Scholik, A. R., and H. Y. Yan. 2001. Effects of underwater noise on auditory sensitivity of a cyprinid fish. *Hearing Research* 152:17-24.
- Stanley, J. A., C. A. Radford, and A. G. Jeffs. 2009. Induction of settlement in crab megalopae by ambient underwater reef sound. *Behavioral Ecology* 21(1):113-120.
- Stocks, J. R., A. Broad, C. Radford, T. E. Minchinton, and A. R. Davis. 2012. Response of marine invertebrate larvae to natural and anthropogenic sound: A pilot study. *The Open Marine Biology Journal* 6:57-61.
- Simpson, S. D., A. N. Radford, E. J. Tickle, M. G. Meekan, and A. G. Jeffs. 2011. Adaptive avoidance of reef noise. *PloS ONE* 6(2):e16625.
- Tenera Environmental. 2015. Monterey Wharf II black abalone and eelgrass surveys. Prepared for City of Monterey, c/o Norman Green, Engineering Division, City Hall, Monterey.
- Vermeij, M. J. A., K. L. Marhaver, C. M. Huijbers, I. Nagelkerken, and S. D. Simpson. 2010. Coral larvae move toward reef sounds. *PloS ONE* 5(5):e10660.
- Weitkamp, L., A., T. C. Wainwright, G. J. Bryant, G. B. Milner, D. J. Teel, R. G. Kope, and R. S. Waples. 1995. Status review of coho salmon from Washington, Oregon, and California. U.S. Department Of Commerce, NOAA Technical Memorandum, NMFS-NWFSC-24.
- Weitkamp, L., and K. Neely. 2002. Coho salmon (*Oncorhynchus kisutch*) ocean migration patterns: insight from marine coded-wire tag recoveries. *Canadian Journal of Fisheries and Aquatic Sciences* 59:1100-1115.







# United States Department of the Interior

FISH AND WILDLIFE SERVICE  
 Ventura Fish and Wildlife Office  
 2493 Portola Road, Suite B  
 Ventura, California 93003



IN REPLY REFER TO:  
 08EVEN00-2016-B-0133

April 19, 2016

Jane M. Hicks, Chief, Regulatory Division  
 Department of the Army  
 San Francisco District, Corps of Engineers  
 1455 Market Street  
 San Francisco, California 94103-1398

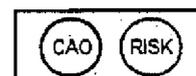
Subject: File No. 2015-00012S, City of Monterey Wharf II Repairs and Parking Upgrades and Monterey Waterfront Area Repair and Maintenance Project

Dear Ms. Hicks:

We are responding to your request, dated July 16, 2015, and received in our office on July 20, 2015, for our concurrence with your determination that the subject project may affect, but is not likely to adversely affect, the federally threatened southern sea otter (*Enhydra lutris nereis*). We requested and received additional information from you regarding the project on August 5, 2015, September 22, 2015, and April 6, 2016. Your request and our response are made pursuant to section 7 of the Endangered Species Act of 1973, as amended (Act).

The U.S. Army Corps of Engineers (Corps) proposes to issue a permit pursuant to Section 404 of the Clean Water Act (CWA) of 1972, as amended (33 U.S.C. § 1344 *et seq.*), and Section 10 of the Rivers and Harbors Act (RHA) of 1899, as amended (33 U.S.C. § 403 *et seq.*), to the City of Monterey (City) to perform specialized repairs, replacement, and modification to City-owned waterfront area structures located in Monterey, Monterey County, California. The proposed construction activities include:

- a) the replacement of 7 16-inch-diameter wood bearing piles with new polymer-coated wood piles treated with ammoniacal copper zinc arsenate (additional piles may be replaced if they are found to be defective);
- b) below-the-waterline repairs to concrete and steel rebar reinforcement that constitute the base of certain bearing piles;
- c) repairs to various concrete and timber structural elements on Wharf II;
- d) upgrades to the parking area on Wharf II;



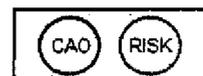
Jane M. Hicks

2

- e) the grouting of up to 50 spaces that are developing between concrete sheet piles that prevent sand migration into the Monterey Marina; and
- f) the modification of one 50-foot berth in Monterey Marina by removing the finger float that separates two narrow berths to accommodate an extra-wide commercial fishing vessel.

Southern sea otters are common within Monterey Bay and are known to occur within and adjacent to the proposed project site. Potential temporary impacts of the proposed project include underwater sound and vibration produced during pile extraction and driving, temporary water quality degradation caused by an increase in sedimentation or pollutants, airborne sound, visual disturbances, and dust resulting from the proposed activities. The proposed repair, replacement, and modification activities would be temporary and short-term but may discourage utilization by sea otters of the area during these activities. To reduce or eliminate these potential effects, you have proposed the following avoidance and minimization measures:

- A "soft-start technique" will be used for pile-driving operations to allow fish and marine mammals to vacate the area before the pile driver reaches full power. For impact driving (which is the only type of pile driving proposed), an initial set of three strikes will be made by the hammer at 40 percent energy, followed by a 1-minute waiting period, then two subsequent three-strike sets before initiating continuous driving.
- An exclusion zone with a radius of 100 meters (328 feet) surrounding the project site will be implemented whenever pile driving is occurring. The exclusion zone will be monitored by a biological monitor approved by the U.S. Fish and Wildlife Service. If a sea otter is present within the exclusion zone before pile driving commences, pile driving will not begin until the sea otter leaves the zone. If a sea otter enters the zone while pile driving is occurring, pile driving will immediately cease until the sea otter leaves the zone.
- Any equipment operated within or adjacent to the water will be checked and maintained daily to prevent leaks of materials that could be deleterious to marine life. Petroleum products and other substances that could be deleterious to marine life will be prevented from contaminating the sand and entry to nearby waters. Any spilled materials will be removed immediately by the contractor or the City. The California Department of Fish and Wildlife will be notified immediately by the contractor or the City and consulted regarding clean-up procedures if a spill occurs.
- Oil spill booms, absorbent material, and spill containment devices will be readily available on-site.
- Construction materials will not be coated or treated with any materials or chemicals that may leach into the surrounding environment and adversely affect biological resources or water quality.



Jane M. Hicks

3

- Concrete, rip-rap, or other similar rubble will be free of trash, silt, or reinforced steel.
- Stockpiles of construction debris or material will be separated by 3 meters (10 feet) from the water and any wave action during the proposed activities.

You have also proposed to implement a seasonal restriction on construction and impact pile driving to avoid the spring breeding peak for southern sea otters, but we view this restriction as unnecessary in light of the fact that sea otters in Monterey Bay may give birth and rear pups at any time of year.

We concur with your determination that the proposed action may affect, but is not likely to adversely affect the southern sea otter. Our concurrence is based on information provided in your July 16, 2015 letter, the accompanying biological assessment (Denise Duffy & Associates 2015), and additional information provided by email or telephone on August 5, 2015, September 22, 2015, and April 6, 2016. The avoidance and minimization measures outlined above are sufficient to reduce any potential noise exposure from pile driving to insignificant levels (below the threshold for behavioral disturbance) and to make it extremely unlikely that any impacts resulting from construction debris or spills will occur.

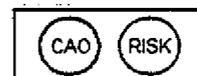
Consequently, further consultation, pursuant to section 7(a)(2) of the Endangered Species Act of 1973, as amended, is not required. If circumstances arise or the proposed project changes in a manner that may result in adverse effects on sea otters, construction activities should be suspended, and you should contact us immediately to determine whether additional consultation is required. Please note that our concurrence does not constitute authorization for incidental take, which is defined as take that is incidental to, but not the purpose of, the carrying out of an otherwise lawful activity.

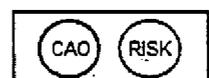
If you have any questions, please contact Lilian Carswell of my staff at (805) 612-2793, or by e-mail at [Lilian\\_Carswell@fws.gov](mailto:Lilian_Carswell@fws.gov).

Sincerely,



Catherine Darst  
Assistant Field Supervisor





**APPENDIX A**  
**BID PROPOSAL FORMS**



CITY OF MONTEREY  
DEPARTMENT OF PLANS AND PUBLIC WORKS

**BID PROPOSAL COVER SHEET**

FOR

**WHARF II CRITICAL REPAIRS (30c1354)**

Submit the following items unbound:

**ITEM**

**INCLUDED**

1. Bid Proposal Cover Sheet (this sheet)
2. Proposal and Bid Schedule
3. Declaration of Bidder
4. Acknowledgement of Addenda (if applicable)
5. Bidder's Statement of Qualifications
6. Subcontractor's List
7. Noncollusion Declaration
8. Debarment and Suspension Certification
9. Certification of Good-Faith Effort (Prime)
10. Bid Bond
11. Certification of Workers' Compensation Insurance
12. Specified or Approved Equal product Submittals

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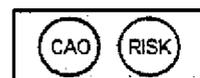
Failure to include required items, included those identified above may result in your bid being deemed non-responsive resulting in rejection of your bid.

The undersigned Bidder submits the following documents for consideration of the project. The Bidder certifies that all statements and information set forth below are true and accurate.

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

Signature                      Company Name

Date



**WHARF II CRITICAL REPAIRS (30C1354)**

**CITY OF MONTEREY**

**PART II: PROPOSAL**

To the Honorable City Council  
City of Monterey  
City Hall  
Monterey, California

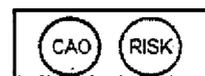
The undersigned declares to have carefully examined the location of the proposed work, that the Plans and Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

**BID SCHEDULE**

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Storm Water Compliance	1	LS		
3	New Timber Piles	7	EA		
4	Pile Sleeves	3	EA		
5	Pile Friction Collars	5	EA		
6	Pile Wrap Repairs	1	EA		
7	Cap Splice Repair	1	EA		
8	Sandbar & Grill Connection Repair	7	EA		
9	Subcap Repair	4	EA		
10	All Other Contractor Repairs Shown on Drawings	1	LS		
<b>TOTAL BASE BID (ITEMS 1 THROUGH 10) (In Words)</b> <hr/> <hr/>					<b>(In Figures)</b> <b>\$</b>

**BASIS OF AWARD**

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Total Base Bid (Items 1 through 10).



**DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS**

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No.: \_\_\_\_\_, Class: \_\_\_\_\_, Expiration date: \_\_\_\_\_.

In accordance with California Labor Code (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: \_\_\_\_\_.

**ALL OF THE INFORMATION CONTAINED IN THIS BID PROPOSAL IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OF PERJURY IN**

\_\_\_\_\_ COUNTY, CALIFORNIA, ON \_\_\_\_\_, 201\_\_\_\_\_.

Name of Firm: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

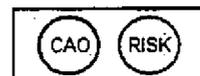
Email: \_\_\_\_\_

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

**FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE**

\_\_\_\_\_  
Signature

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



**ACKNOWLEDGEMENT OF ADDENDA**

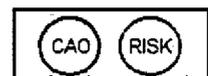
The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

**ADDENDA (Please acknowledge with initials)**

**DATE RECEIVED**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

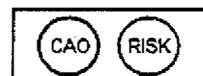
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**BIDDER'S STATEMENT OF QUALIFICATIONS**

The Bidder shall list below a minimum of three (3) jobs of a similar nature recently completed by Bidder's organization:

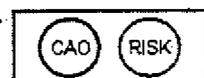
<b>Project Name</b>	<b>Owner Name</b>	<b>Address</b>	<b>Telephone Number/Email</b>	<b>Contact Name</b>



**SUB-CONTRACTOR'S LIST**

The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater.

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion of Work



**NONCOLLUSION DECLARATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

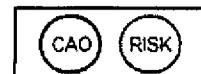
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ [city], \_\_\_\_\_ County, California.

\_\_\_\_\_  
Signature

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



**DEBARMENT AND SUSPENSION CERTIFICATION**

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment or disqualification pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

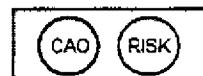
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ [city], \_\_\_\_\_ County, California.

\_\_\_\_\_  
Signature

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



**CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS**  
**(Prime Contractor - To be Submitted with Bid)**

I, \_\_\_\_\_, a licensed contractor, or responsible managing officer, of the company known as \_\_\_\_\_, do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the company on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date



**BID BOND**  
**(To be Submitted with Bid)**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_ as Surety and \_\_\_\_\_ as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto the City of Monterey ("the Oblige") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Oblige for the Work commonly described as: CITY OF MONTEREY WHARF II CRITICAL REPAIRS

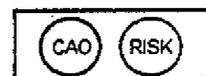
WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Oblige in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the Oblige, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Oblige the difference between the amount specified in said Bid Proposal and the amount for which the Oblige may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Oblige in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Oblige, the Surety and Principal shall be jointly and severally liable for payment to the Oblige all costs, expenses and fees incurred by the Oblige in connection therewith, including without limitation, attorney's fees.

**[CONTINUED NEXT PAGE]**



IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by their duly authorized agents or representatives.

\_\_\_\_\_  
(Bidder/Principal Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_

(Attach Notary Public Acknowledgement of Principal's Signature)

\_\_\_\_\_  
(Surety Name)

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact for Surety)

\_\_\_\_\_  
(Typed or Printed Name of Attorney-in-Fact)

(Attach: (i) Attorney-in-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-in-Fact's Signature.)

**Contact name, address, telephone number and email address for notices to the Surety**

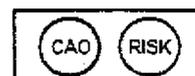
\_\_\_\_\_  
(Contact Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State & Zip Code)

(\_\_\_\_\_) \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Telephone Fax

\_\_\_\_\_  
(Email address)



**CERTIFICATION OF WORKERS' COMPENSATION INSURANCE**

I, \_\_\_\_\_ the \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_, declare, state and certify that:  
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

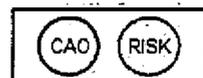
- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

2. I am aware that the provisions of California Labor Code §3700 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 this Contract.

\_\_\_\_\_  
(Contractor Name)

By: \_\_\_\_\_  
(Signature)

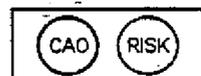
\_\_\_\_\_



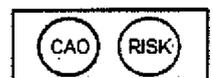
**SPECIFIED OR APPROVED EQUAL PRODUCT SUBMITTALS**

In certain instances, product submittals for Bidder proposed "Approved Equal" products must be submitted with their bid. In these instances, those products are listed below. Indicate the product for which the bid is based on by placing a checkmark by the product specified or the proposed "approved equal". If proposing with an "approved equal" product, provide the information on the spaces under the specified product. See Special Provisions for additional information relating to those products listed:

<input checked="" type="checkbox"/> Product	Model Number	Manufacturer
<input type="checkbox"/> Trowel Mortar	FX-763	Fox
<input type="checkbox"/> Repair Sleeve	FX-70	Fox
<input type="checkbox"/> Underwater Grout	FX-225	Fox
<input type="checkbox"/> TC Enviroshield	Series T with TC Envirotape inner wrap	Tapecoat
<input type="checkbox"/> Trowel Grade Epoxy	FX-763	Fox
<input type="checkbox"/> Spray Polyurea Marine Grade Coating	MFI SL08	Marine Fenders International
<input type="checkbox"/> Coating	Cold Galvanizing Compound	ZRC



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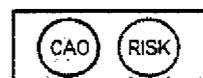


APPENDIX B

COASTAL DEVELOPMENT PERMIT (CDP) WAIVER 3-14-1899-W

WATER QUALITY CERTIFICATION NUMBER 32714WQ14

U.S. ARMY CORPS OF ENGINEERS PERMIT



**WHARF II CRITICAL REPAIRS (30C1354)**

**CITY OF MONTEREY**

**PART II: PROPOSAL**

To the Honorable City Council  
 City of Monterey  
 City Hall  
 Monterey, California

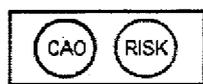
The undersigned declares to have carefully examined the location of the proposed work, that the Plans and Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

**BID SCHEDULE**

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Storm Water Compliance	1	LS		
3	New Timber Piles	7	EA		
4	Pile Sleeves	3	EA		
5	Pile Friction Collars	5	EA		
6	Pile Wrap Repairs	1	EA		
7	Cap Splice Repair	1	EA		
8	Sandbar & Grill Connection Repair	7	EA		
9	Subcap Repair	4	EA		
10	All Other Contractor Repairs Shown on Drawings	1	LS		
<b>TOTAL BASE BID (ITEMS 1 THROUGH 10) (In Words)</b> <hr/> <hr/>					<b>(In Figures)</b> <b>\$</b>

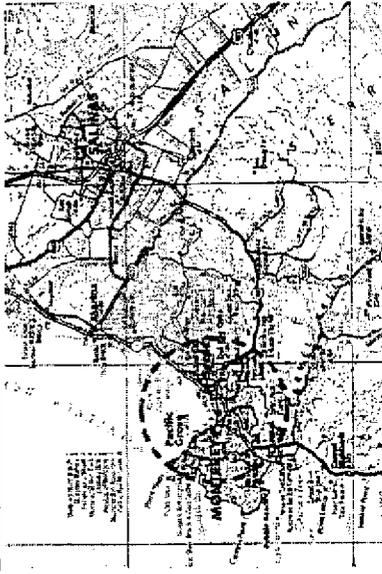
**BASIS OF AWARD**

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Total Base Bid (Items 1 through 10).

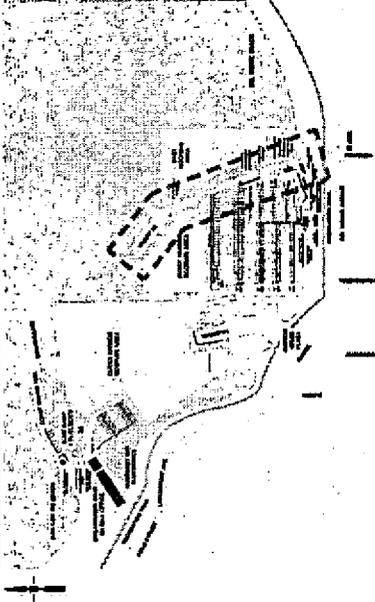


# CITY OF MONTEREY WHARF II CRITICAL REPAIRS

VICINITY MAP



PROJECT LOCATION



## DRAWING INDEX

#	SHEET	TITLE
1	G1.0	TITLE SHEET, VICINITY MAP, PROJECT LOCATION, DRAWING INDEX
2	R1.0	PROJECT SITE PLAN
3	R1.0	GENERAL NOTES AND SPECIFICATIONS
4	R1.1	PILE TABLES
5	R1.0	REPAIR PLAN - BENTS 19 - 27
6	R1.1	REPAIR PLAN - BENTS 27 - 38
7	R1.2	REPAIR PLAN - BENTS 38 - 45
8	R1.3	REPAIR PLAN - BENTS 45 - 58
9	R1.4	REPAIR PLAN - BENTS 58 - 67
10	R1.5	REPAIR PLAN - BENTS 67 - 80
11	R1.6	REPAIR PLAN - BENTS 80 - 83
12	R1.7	REPAIR PLAN - BENTS 83 - 104

#	SHEET	TITLE
13	R1.8	REPAIR PLAN - BENTS 93 - 104
14	R1.9	REPAIR PLAN - BENTS 104 - 112
15	R1.10	REPAIR PLAN - BENTS 112 - 120
16	R1.11	REPAIR PLAN - BENTS 120 - 128
17	R1.0	PILE REPAIR DETAILS
18	R1.0	CAP REPAIR DETAILS
19	R1.1	STRINGER REPAIR DETAILS
20	R1.2	MISCELLANEOUS REPAIR DETAILS

### NOTE:

ALL WORK DESCRIBED ON SHEETS R1.0 THROUGH R1.2 SHALL BE PERFORMED BY CONTRACTOR OR CITY MAINTENANCE AS NOTED ON REPAIR SCHEDULES ON SHEETS R1.0 THROUGH R1.11. ALL PILE REPAIRS SHALL BE PERFORMED BY CONTRACTOR.

**G1.0**

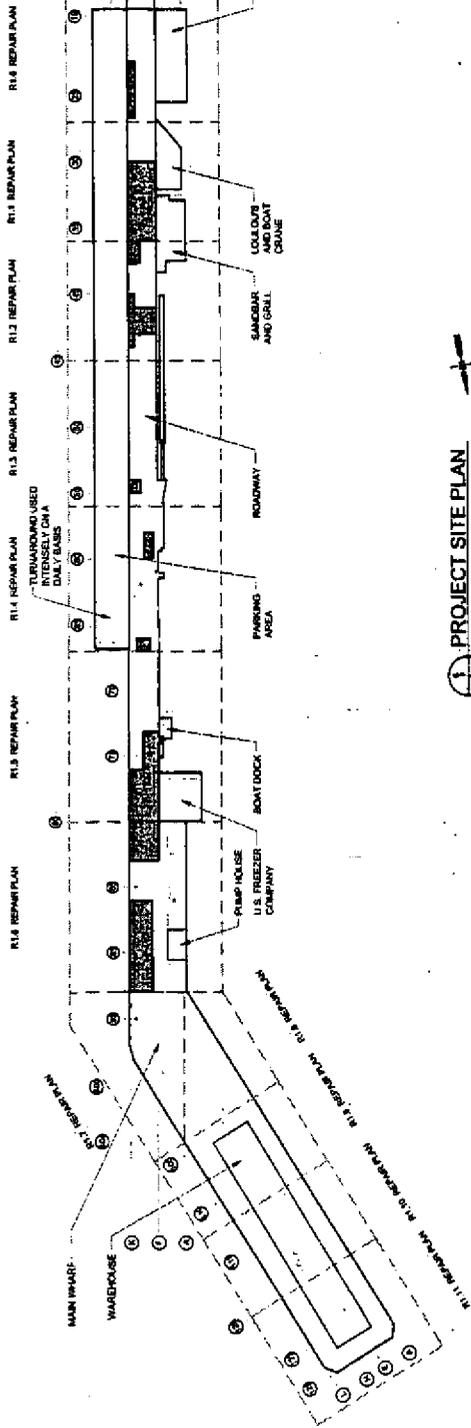
**BEN C. GERWICK, INC.**  
A Civil Engineer

CITY OF MONTEREY  
DEPARTMENT OF PLANS AND PUBLIC WORKS

**WHARF II CRITICAL REPAIRS**  
3061354

TITLE SHEET, VICINITY MAP, PROJECT LOCATION  
PROJECT LOCATION

DESIGNED BY	DATE	SCALE
DRAWN BY	CHECKED BY	DATE
PROJECT NO.	SHEET NO.	TOTAL SHEETS
CAD FILE NAME	DATE	SCALE



**LEGENDS**

- NEW TIMBER PILE
- ASPHALT REPAIR
- TIMBER STRUTROTH REPAIR

**NOTE:**

1. MAINTAIN A SINGLE LANE OF TRAFFIC OVER ENTIRE WHARF THROUGHOUT ALL WORK. PROVIDE CONES AND TRAFFIC COVERS AS REQUIRED TO MAINTAIN SAFE ACCESS FOR VEHICLES THROUGHOUT PROJECT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING REGULAR UPDATES TO THE CITY AND LEASEHOLDERS ON THE PROGRESS OF WORK THROUGHOUT THE PROJECT. CONTRACTOR SHALL ADVISE THE CITY AND LEASEHOLDERS IN ADVANCE OF ALL WORK TO BE PERFORMED THAT WILL AFFECT WHARF OPERATIONS INCLUDING BUT NOT LIMITED TO PILE DRIVING, CAP REPAIRS, DECK REPAIRS, ETC.
3. STAGING AREA TO BE DETERMINED.

**G1.1**



**BEN C. GERWICK, INC.**  
 11000 S. HIGHWAY 101, SUITE 100  
 SAN JOSE, CA 95128  
 TEL: (415) 353-1100  
 FAX: (415) 353-1101  
 WWW: www.bcg.com

**CITY OF MONTEREY**  
 DEPARTMENT OF PLANS AND PUBLIC WORKS

**WHARF #1 CRITICAL REPAIRS**  
 30671354

**PROJECT SITE PLAN**

DESIGNED BY: [Signature]  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 DATE: 3/15/22

APPROVED BY: [Signature]  
 TITLE: [Title]  
 DATE: 3/15/22

PROJECT NO.: 30671354  
 SHEET NO.: G1.1 OF 1  
 DRAWING DATE: 3/15/22



DATE	3/15/22
BY	[Signature]
CHECKED	[Signature]
DATE	3/15/22

## GENERAL NOTES AND SPECIFICATIONS

### A. GENERAL NOTES

- THESE GENERAL NOTES PERTAIN TO WHARF #, CITY OF MONTEREY, CALIFORNIA.
- ALL WORK SHALL CONFORM TO ALL LOCAL BUILDING CODES AND ORDINANCES. WORK SHALL BE COORDINATED WITH THE CITY OF MONTEREY TO MAINTAIN OPERATION AS REQUIRED.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, ELEVATIONS, DIMENSIONS AND CONSTRUCTION IN THE FIELD AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.
- DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DRAWINGS.
- NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS WHERE NOTES AND DETAILS ON DRAWINGS AND GENERAL NOTES ARE IN CONFLICT. THE MOST STRINGENT SHALL APPLY. CONDITIONS NOT SPECIFICALLY SHOWN SHALL BE CONSTRUCTED AS SHOWN FOR SIMILAR WORK.
- ELEVATIONS ARE REFERENCED TO MEAN LOWER LOW WATER (MLLW).
- THE INTENT OF THESE REPAIRS IS TO MAINTAIN OR RESTORE THE CAPACITY OF THE STRUCTURE. THESE REPAIRS WILL NOT RESULT IN UPGRADES OR INCREASES BEYOND ORIGINAL CAPACITY.
- DRAWINGS PROVIDE CONCEPTUAL REPAIRS FOR CITY OF MONTEREY, PLANNING. PURPOSES AND SHOULD NOT BE USED FOR BID OR CONSTRUCTION.

### B. MATERIALS

- STRUCTURAL STEEL**
  - STEEL BEAMS AND SHAPES SHALL CONFORM TO ASTM A992 GRADE 50, UNLESS OTHERWISE NOTED. STEEL PLATES SHALL CONFORM TO ASTM A572 GRADE 50, UNLESS OTHERWISE NOTED. STEEL PLATES SHALL CONFORM TO ASTM A572 GRADE 50, UNLESS OTHERWISE NOTED.
  - WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY (AWS) D1.1, LATEST EDITION.
  - UNLESS OTHERWISE NOTED, STEEL SHALL BE HOT-DIPPED GALVANIZED IN ACCORDANCE WITH ASTM 123 OR 153 AS APPLICABLE.
- FIBERGLASS BULKHEAD AND GROUT**
  - SLEEVES TO BE FIBERGLASS BULKHEADS WITH 1/8" WALL THICKNESS. SLEEVES TO BE GRAY IN COLOR.
  - SLEEVES TO BE FILLED WITH FIBERGLASS NON-SHRINK NON-METALLIC UNDERWATER GROUT. TOP 8" OF SLEEVE TO BE FILLED WITH FIBERGLASS TROWEL GRADE EPOXY. SLEEVES, GROUT, AND EPOXY TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
- BOLTS AND WELDS**
  - UNLESS OTHERWISE NOTED, BOLTS SHALL BE ASTM A307 AND GALVANIZED.
  - WELDS SHALL BE MADE IN ACCORDANCE WITH AWS D1.1 "STRUCTURAL WELDING CODE".
  - WELDS SHALL BE MADE WITH AWS E11 TABLE 3.1 GROUP 1 CONSUMABLES.

### 4. TIMBER

- TIMBER FRAMING AND DECOR TO BE DOUGLAS FIR NO.1 OR BETTER, GROUDED PER THE SPEC.
  - ALL WOOD TO BE TREATED WITH ACO WITH A MINIMUM RETENTION OF 0.6 POF IN ACCORDANCE WITH AFWA STANDARDS.
  - TREAT CUT EDGES AND HOLES WITH COPPER NAPHTHENATE.
  - NO STRUCTURAL MEMBERS WILL BE CUT OR NOTCHED UNLESS SPECIFICALLY SHOWN, NOTED OR APPROVED BY THE ENGINEER.
- ALL METAL FRAMING DEVICES, HARDWARE AND FASTENERS SHALL BE HOT-DIPPED GALVANIZED.
- PLYWOOD SHALL BE APA RATED PRESERVATIVE TREATED EXTERNAL EXPOSURE CONFORMING TO THE REQUIREMENTS OF THE APA RATED SPECIFICATIONS. ALL PLYWOOD SHALL BE GROUP 1 OR 2 SPECIES. THE PLYWOOD SHALL BE FULL WIDTH AND EDGES WITH "X" LAMINUM GAPS, WHERE WET CONDITIONS PREVAIL. USE "X" SPACING. EACH SHEET SHALL BE STAMPED WITH "PS" AND/OR "APA" GRADE MARK.
  - DECK PLYWOOD SHALL BE PRESERVATIVE TREATED 125 SPECIES GROUP 2 OR BETTER, IDENTIFICATION INDEX 4%, OR EQUIVALENT APA RATED SHEATHING.
  - PLYWOOD SHALL BE INSTALLED IN SHEETS NO SMALLER THAN 3'X7'.
  - CONTRACTOR IS REQUIRED TO PROVIDE ADDITIONAL WALKING OR REMOVAL AND REPLACEMENT OF DAMAGED PLYWOOD IN AREAS OF OVERBURNED WALLS AS DIRECTED BY ENGINEER.

### 6. ASPHALT FINISH

- THE RECOMMENDED WATERPROOF ASPHALT FINISHING SYSTEM IS A THREE-LAYERED SYSTEM WITH COMPONENTS OF (1) AN ASPHALT BASE COURSE PLACED DIRECTLY ON THE EXISTING SUBGRADE, (2) AN ASPHALT INTERMEDIATE COURSE PLACED OVER THE BASE COURSE, AND (3) AN ASPHALT SURFACE COURSE PLACED OVER THE INTERMEDIATE COURSE. THE FOLLOWING PRESENTS COMPONENTS AND SYSTEM PERFORMANCE SPECIFICATIONS.
  - THE ASPHALT BASE AND SURFACE COURSES SHOULD BE PLACED AND COMPACTED IN ACCORDANCE WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS OR OTHER GOVERNING AGENCY SPECIFICATIONS. THE MAXIMUM AGGREGATE SIZE IN SURFACE COURSE MIX DESIGN SHALL BE 1/2".
  - THE INTERMEDIATE COURSE SHALL BE A REINFORCED, ASPHALT-IMPERMEABLE, WATERPROOF, MEMBRANE SYSTEM THAT MEETS THE REQUIREMENTS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AS BENTONITE SOBS FABRICATED BY W. R. GRADE CO. (CAMBRIDGE, MASSACHUSETTS).

### 7. TIMBER PILES

- TIMBER PILES TO BE DOUGLAS FIR 18" BUILT DIAMETER.
  - PILES TO BE GRADED IN ACCORDANCE WITH ASTM D25 AND TREATED WITH ACZA 10 A MINIMUM RETENTION OF 2.5 POF.

### 8. TIMBER PILE BRIMS

- PILE BRIMS SHALL BE TO ENVIRONMENTAL SERIES 7, MANUFACTURED BY THE IMPERIAL WOOD PRODUCTS COMPANY. BRIMS SHALL BE COVERED WITH A POLYURETHANE WALKING SURFACE WITH INTEGRAL BRUSH STOPS. BRIMS SHALL BE COVERED WITH POLYURETHANE WALKING SURFACES, STAINLESS STEEL WALLS AND STAINLESS STEEL BANDING CLAMP AND CLAMPS.
  - PILES SHALL BE CLEANED FREE OF WORMS, GROWTH AND DEBRIS WITHIN 72 HRS OF BRIM INSTALLATION.
  - BRIMS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

### 9. TIMBER PALE COATING

- NEW TIMBER PALES SHALL BE COATED WITH MARINE GRADE POLYUREA COATING TO PROTECT AGAINST WET WEATHER AND MARINE ENVIRONMENT. COATING THICKNESS SHALL BE VERIFIED WITH AN ELECTRONIC THICKNESS MEASURING METER.
  - COATING SHALL BE GREY IN COLOR.
  - COATING SHALL BE TWO-COMPONENT (A-B) SLOW CURVE SPRAY POLYUREA BASED COATING BY MARINE FINISHERS INTERNATIONAL, INC OR APPROVED EQUAL.
  - AREAS OF DAMAGED COATING SHALL BE REPAIRED IN THE FIELD WITH MFT-TROWEL PATCH WHICH IS APPLIED AND TROWELED TO THE REQUIRED THICKNESS.

### C. REFERENCE DOCUMENTS

- CALIFORNIA BUILDING CODE, 2014.
- WASTE OIL TERMINALS ENGINEERING AND MAINTENANCE STANDARDS (MOTES), WASTE OIL TERMINALS, CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 2, CHAPTER 31.7, (2016).
- AMERICAN CONCRETE INSTITUTE, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, ACI 318 (2014).
- MANUAL OF STEEL CONSTRUCTION, AISC (FOURTEENTH EDITION).
- NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION (2015).
- BEN C. GERTRICK, INC. CITY OF MONTEREY WHARF # CONDITION SURVEY REPORT DATED DEC 4, 2012.
- CHARLES I PAUL CONSULTING ENGINEERS, CITY OF MONTEREY WHARF # CONDITION INSPECTION AND EVALUATION REPORT, SEPT 19, 1997.
- CHARLES I PAUL CONSULTING ENGINEERS, CITY OF MONTEREY WHARF # CONDITION INSPECTION DRAWINGS, SEPT 9, 1997.
- CHARLES I PAUL CONSULTING ENGINEERS, CITY OF MONTEREY WHARF # REPAIR PROJECT AS BUILT DRAWINGS, OCT 25, 1999.
- CITY OF MONTEREY WHARF # MISCELLANEOUS ORIGINAL CONSTRUCTION AND REPAIR DRAWINGS, 1925 TO 1946.

### D. DEMOLITION

- DEMOLISHED MATERIALS SHALL BE REMOVED FROM THE SITE AND DEPOSED OF IN ACCORDANCE WITH LOCAL LAWS AND REGULATIONS.
- BROKEN TIMBER PALES SHALL BE REMOVED TO THE FURthest POSSIBLE AT A MINIMUM. PALES SHALL BE REMOVED TO THE FURthest POSSIBLE AT A MINIMUM. PALES SHALL HAVE SOME SECTION AND BE CONNECTED TO THE CAP SHALL REMAIN, UNLESS SPECIFICALLY INDICATED OTHERWISE BY THE ENGINEER.

R0.0



**BEN C. GERTRICK, INC.**  
A Division of  
1000 N. G Street  
Monterey, CA 93940  
Tel: 408.386.1111  
Fax: 408.386.1112  
www.bcgtrick.com

CITY OF MONTEREY  
DEPARTMENT OF PLANS AND PUBLIC WORKS

WHARF # CRITICAL  
REPAIRS  
SUC1954

GENERAL NOTES  
AND SPECIFICATIONS

DATE: 10/17/17  
BY: [Signature]  
CHECKED BY: [Signature]  
DATE: 10/17/17  
BY: [Signature]  
APPROVED: [Signature]  
DATE: 10/17/17  
BY: [Signature]

PROJECT: [Blank]  
DRAWING NO. 11

1. CHECKED: [Blank]  
2. DATE: [Blank]  
3. BY: [Blank]







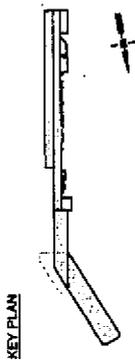








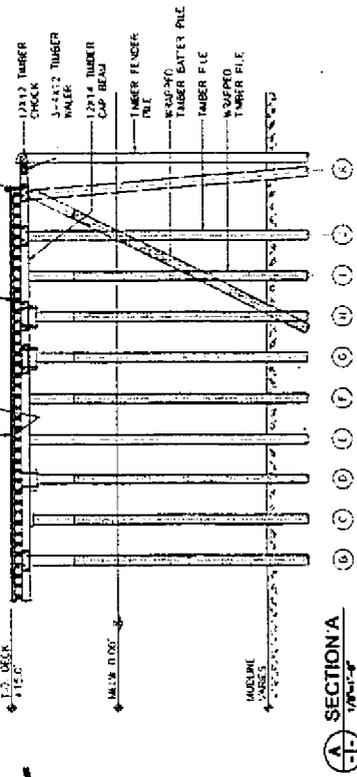
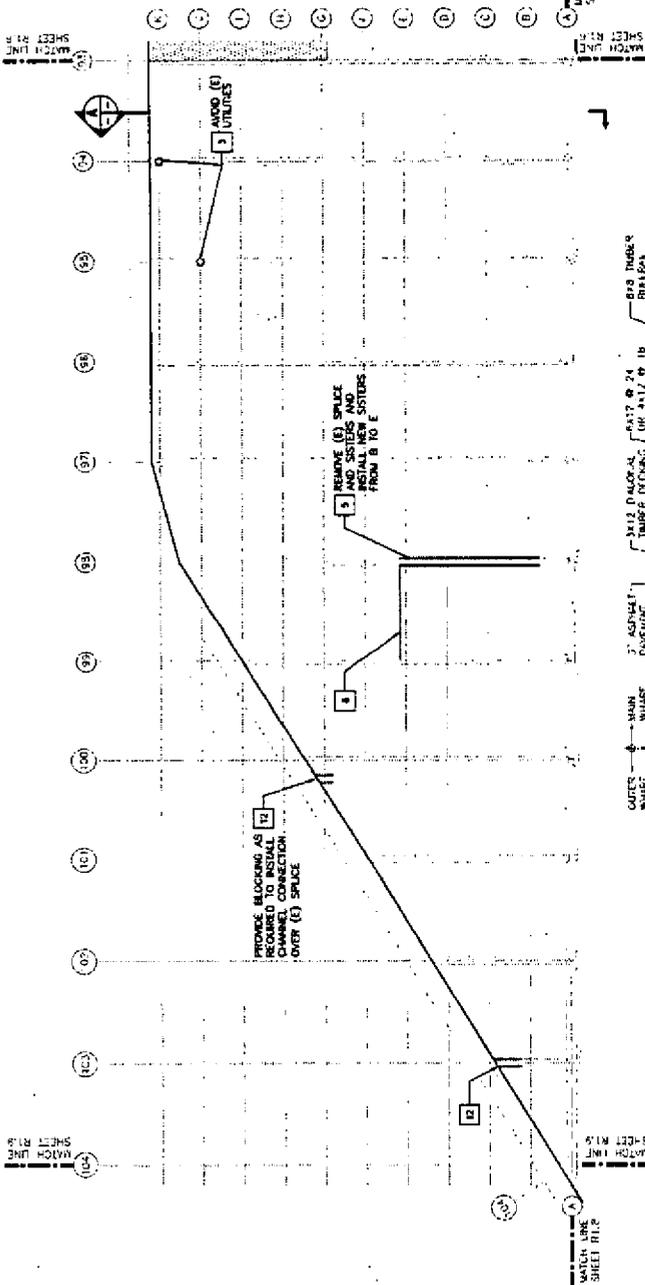




REPAIR DETAIL SCHEDULE

#	SHEET	DETAIL #	DESCRIPTION	QTY
1	R1.0	1	NEW PILE SLEEVE	C
2	R1.0	2	TOWN WRAP REPAIR	C
3	R1.0	3	NEW TUMBER PILE	C
4	R1.0	4	FLECTION COLLAR REPAIR	C
5	R1.0	5	NEW TUMBER PILE	M
6	R1.0	6	NEW TUMBER PILE	C
7	R1.0	7	SHOULDER & GIRD CONNECTION	C
8	R1.1	8	REPLACEMENT STRONGER IN GIRD	M
9	R1.1	9	ADD NEW STRONGER	M
10	R1.2	10	ASPHALT DOCKING REPLACEMENT	M
11	R1.2	11	TUMBER DECK REPAIR	M
12	R1.2	12	SUBSOIL REPAIR	C

V.C. CONTRACTOR PERFORMED WORK  
M. CITY MAINTENANCE PERFORMED WORK



R1.7

CITY OF MONTEREY  
DEPARTMENT OF PLANS AND PUBLIC WORKS

WHARF # CRITICAL  
REPAIRS  
300-1184

REPAIR PLAN  
BENTS 93 - 104

PROJECT NO. 2010-001  
DATE 12/15/10  
DRAWN BY J. GARDNER  
CHECKED BY J. GARDNER  
APPROVED BY J. GARDNER

DATE 12/15/10  
SCALE 1" = 10'-0"

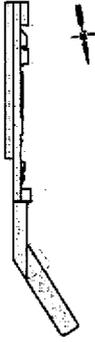
PROJECT NO. 2010-001  
DATE 12/15/10  
SCALE 1" = 10'-0"

PROJECT NO. 2010-001  
DATE 12/15/10  
SCALE 1" = 10'-0"



1 LIGHT NUMBER PER SHEET

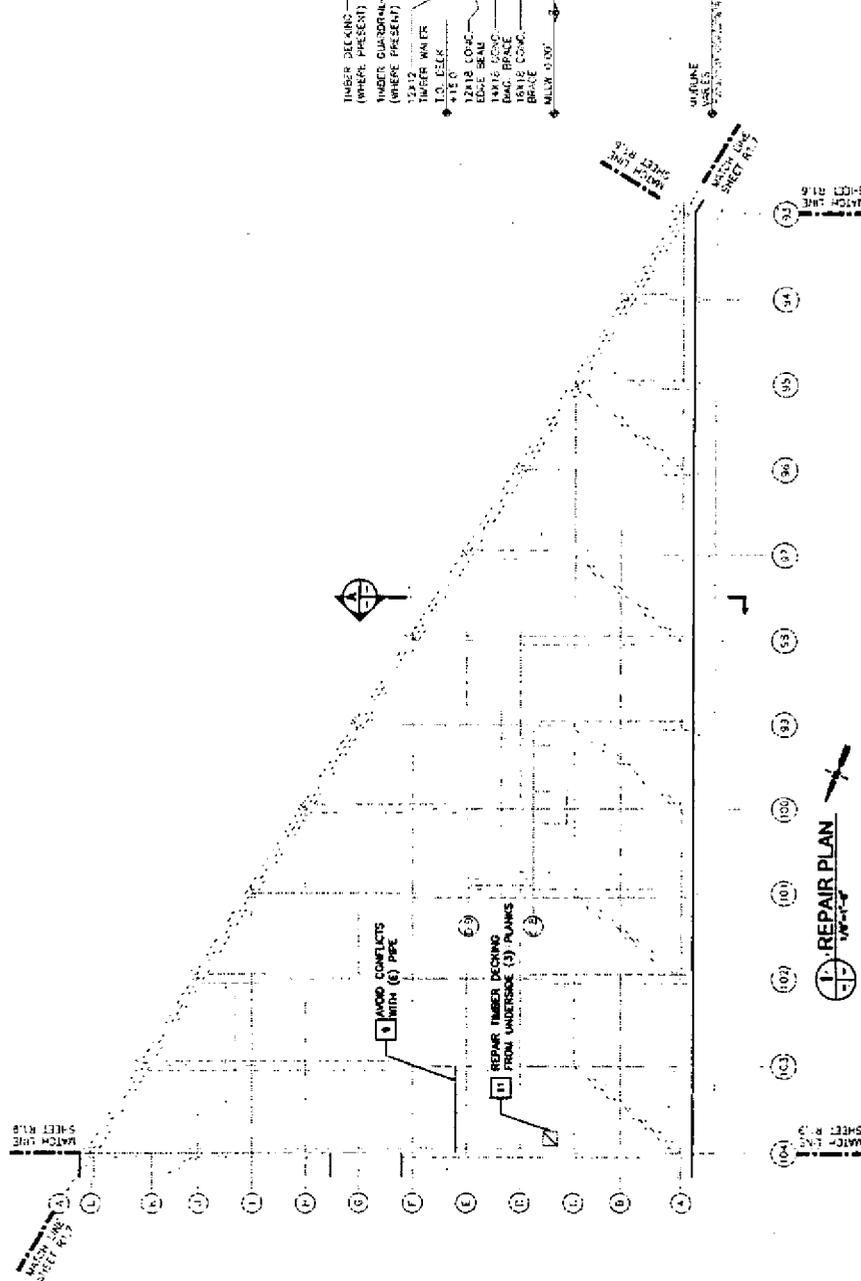
**KEY PLAN**



**REPAIR DETAIL SCHEDULE**

SHEET	DETAIL #	DESCRIPTION	QTY
R1.0	1	REMOVE EXISTING	C
R1.0	2	REMOVE EXISTING	C
R1.0	3	REMOVE EXISTING	C
R1.0	4	REMOVE EXISTING	C
R1.0	5	REMOVE EXISTING	C
R1.0	6	REMOVE EXISTING	C
R1.0	7	REMOVE EXISTING	C
R1.0	8	REMOVE EXISTING	C
R1.0	9	REMOVE EXISTING	C
R1.0	10	REMOVE EXISTING	C
R1.0	11	REMOVE EXISTING	C
R1.0	12	REMOVE EXISTING	C

1. CONTINUATION PERFORMED WORK IN CITY MAINTENANCE PERFORMED WORK



**REPAIR PLAN**

5'-0" = 1" R1.8

SHEET R1.8 OF 10

**R1.8**



**CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS**

**WHARF II CRITICAL REPAIRS**

**REPAIR PLAN BENTS 83 - 104**

PROJECT NO. 2017-001

DATE: 1/23/22

DESIGNED BY: [Name]

CHECKED BY: [Name]

APPROVED BY: [Name]

DATE: 1/23/22



**BEN C. GERWICK, INC.**

REGISTERED PROFESSIONAL ENGINEER

STATE OF CALIFORNIA

NO. C 6378

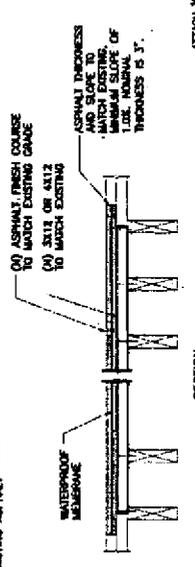
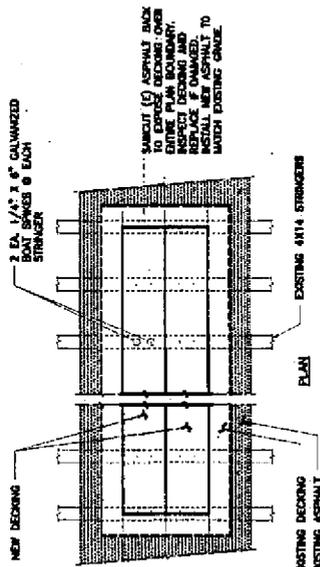
EXPIRES 12/31/22



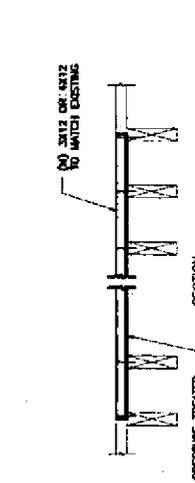
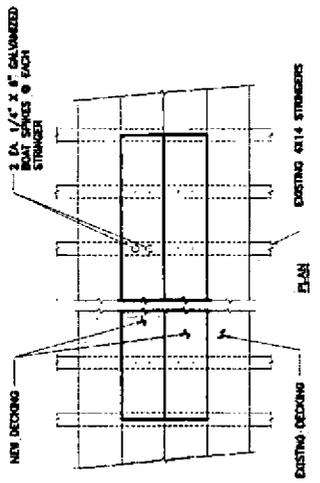




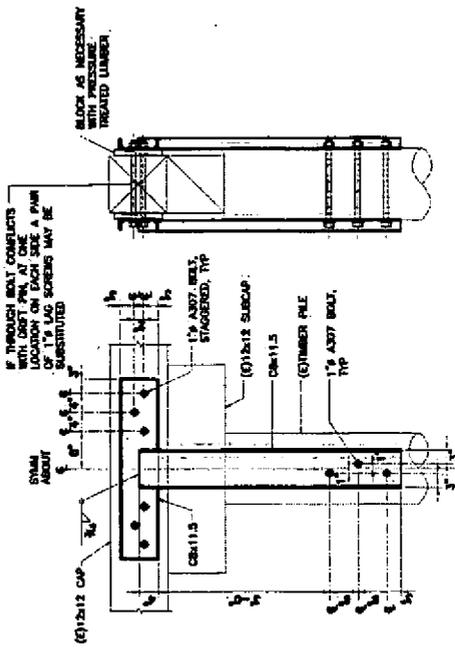




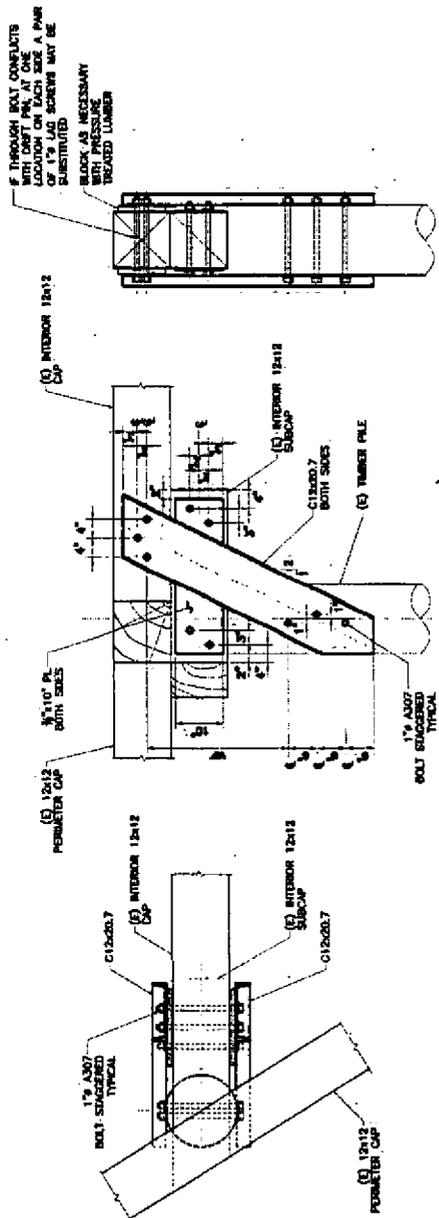
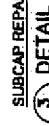
ASPHALT & DECKING REPLACEMENT



TIMBER DECKING REPLACEMENT



SUBCAP REPAIR



PLAN

ELEVATION

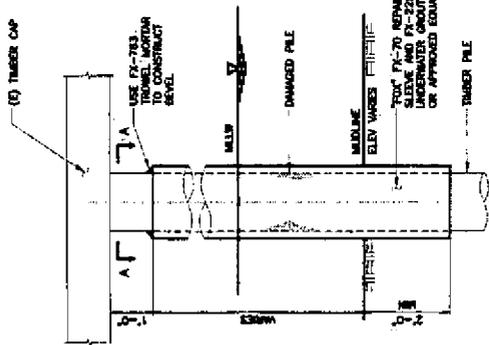
SIDE VIEW

3A SUBCAP REPAIR 103C



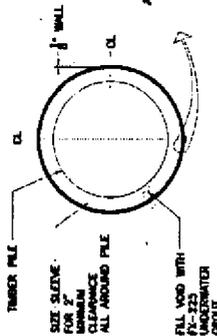
R3.2

CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS		WHARF B CRITICAL REPAIRS 3061384		MISCELLANEOUS REPAIR DETAILS	
DESIGNED BY:	DATE:	APPROVED BY:	DATE:	PROJECT NO.:	DATE:
DRAWN BY:	DATE:	CHECKED BY:	DATE:	ISSUED BY:	DATE:
SCALE:	DATE:	SCALE:	DATE:	SCALE:	DATE:
BEN C. GERWICK, INC.		BEN C. GERWICK, INC.		BEN C. GERWICK, INC.	
1000 CALIFORNIA STREET, SUITE 200, MONTEREY, CA 93940		1000 CALIFORNIA STREET, SUITE 200, MONTEREY, CA 93940		1000 CALIFORNIA STREET, SUITE 200, MONTEREY, CA 93940	



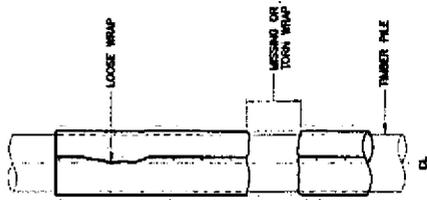
DETAIL SECTION A-A

- CLEAN PILES IN ACCORDANCE WITH THE GROUT MANUFACTURER'S RECOMMENDATIONS.
- STOP GROUT INSTALLATION 6" FROM TOP OF JACKET.
- FILL ANNULUS AT TOP OF JACKET WITH FX-783 MORTAR OR EQUAL AFTER GROUT HAS BEGUN TO SET.
- EXTEND ALL TIMBER PILE SLEEVES 3'-0" INTO THE MUDLINE.



SECTION A-A

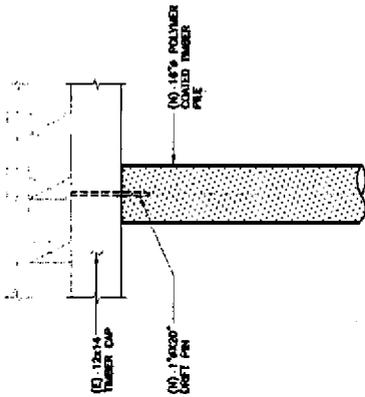
1 SLEEVE PILE DETAIL



LOOSE MESS

- CLEAN PILE AND WRAP OF ALL MESSING GROWTH AND LOOSE MATERIAL.
- DO NOT RECONNECT WRAP WITH TYPE 316 STAINLESS STEEL WELLS, 200, 4" LONG, AT 6" CENTERS. MESSING OR TORN WRAP.
- REMOVE LOOSE WRAP AROUND MESSING OR TORN WRAP AREA.
- CLEAN MESSING GROWTH FROM PILE AND PREPARE PILE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
- WELD EXPOSED PILE WITH IMPROVED EMBROIDERED SIZES 3" IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
- SEWING WRAP WITH COMPOSITE CLOSURE SYSTEM IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

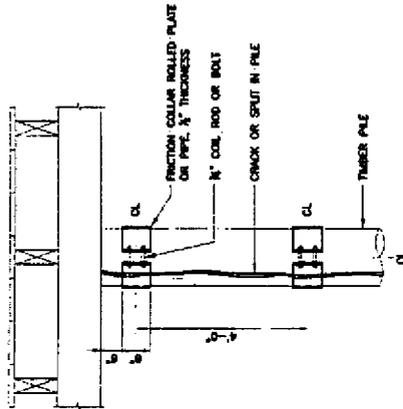
2 TORN WRAP DETAIL



REPLACE TIMBER PILE

3 ELEVATION

- OPEN DECK AS NECESSARY TO INSTALL NEW PILE.
- REMOVE EXISTING TIMBER PILE.
- INSTALL NEW PILE AND PULL INTO POSITION.
- REPLACE DECK IN RISE.



4 FRICTION COLLAR DETAIL

- FIELD MEASURE PILE TO APPROPRIATELY SIZE COLLAR DIAMETER.
- IF CRACK OR SPLIT EXTENDS MORE THAN 4 FEET DOWN FROM CAP AND IS AT LEAST N" WIDE 6 FEET BELOW CAP, ADD SECOND COLLAR.

R2.0



BEN C. GERWICK, INC.  
Professional Engineer

CITY OF MONTEREY  
DEPARTMENT OF PLANS AND PUBLIC WORKS

WHARF # CRITICAL  
REPAIRS  
30C1354

PILE REPAIR  
DETAILS

DESIGNED BY: [Signature]  
CHECKED BY: [Signature]  
DATE: 1/25/17

PROJECT NO.: 17-01-0000  
SHEET NO.: 2 OF 2  
DATE: 1/25/17

NO.	DATE	REVISION
1		
2		
3		
4		





**WHARF II CRITICAL REPAIRS (30C1354)**

**CITY OF MONTEREY**

**PART II: PROPOSAL**

To the Honorable City Council  
City of Monterey  
City Hall  
Monterey, California

The undersigned declares to have carefully examined the location of the proposed work, that the Plans and Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

**BID SCHEDULE**

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS	\$52,173.00	\$52,173.00
2	Storm Water Compliance	1	LS	\$3,000.00	\$3,000.00
3	New Timber Piles	7	EA	\$25,717.00	\$180,019.00
4	Pile Sleeves	3	EA	\$18,553.00	\$55,659.00
5	Pile Friction Collars	5	EA	\$1,813.00	\$9,065.00
6	Pile Wrap Repairs	1	EA	\$9,201.00	\$9,201.00
7	Cap Splice Repair	1	EA	\$7,068.00	\$7,068.00
8	Sandbar & Grill Connection Repair	7	EA	\$6,356.00	\$44,492.00
9	Subcap Repair	4	EA	\$7,707.00	\$30,828.00
10	All Other Contractor Repairs Shown on Drawings	1	LS	\$4,000.00	\$4,000.00
<b>TOTAL BASE BID (ITEMS 1 THROUGH 10) (In Words)</b>					<b>(In Figures)</b>
_____					\$
_____					395,505.00



Agreement #: Ag-6143 - Page 232 of 255

**BASIS OF AWARD**

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Total Base Bid (Items 1 through 10).

**DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS**

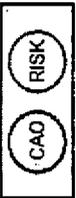
Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No. 460388 Class: A Expiration date: 7/31/18

In accordance with California Labor Code (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: 1000010768

**ALL OF THE INFORMATION CONTAINED IN THIS BID PROPOSAL IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OF PERJURY IN**

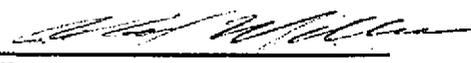
Solano COUNTY, CALIFORNIA, ON Feb. 6, 2017.

Name of Firm: Sweetwater Construction, Inc.  
Address: PO Box 1336 Benicia, CA 94510  
Telephone: 707/554-8824  
Email: sweetwaterconst@aol.com



(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

**FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE**

 Richard Williams, President  
Signature Printed Name and Title

**ACKNOWLEDGEMENT OF ADDENDA**

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

**ADDENDA (Please acknowledge with Initials)**

**DATE RECEIVED**

- 1. Addendum 1
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_

2/6/17

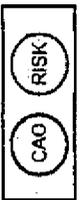
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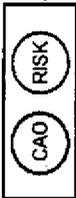
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**BIDDER'S STATEMENT OF QUALIFICATIONS**

The Bidder shall list below a minimum of three (3) jobs of a similar nature recently completed by Bidder's organization:

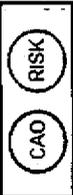
Project Name	Owner Name	Address	Telephone Number/Email	Contact Name
Godfather Pier	Suisun RCD	2544 Grizzley Isd Rd Suisun, CA 94585	707-425-9302	Bruce Wickland
Berth 16 & 17 Pile System Repairs	Lennar	690 Walnut Ave #100 Vallejo, CA 94592	707-551-2147	Laura Morgan
MOTCO Barge Pier	AAK	665 E. Moraless #101 Chandler, AZ 85225	480-497-1997	Milton Kornegay



**SUB-CONTRACTOR'S LIST**

The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater.

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion of Work
N/A				



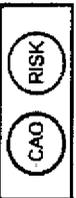
**NONCOLLUSION DECLARATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the President of Sweetwater Construction, Inc., the party making the foregoing bid.

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

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



I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 6th day of February, 2017 in Benicia [city], Solano County, California.

  
\_\_\_\_\_  
Signature

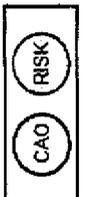
Richard Williams, President  
\_\_\_\_\_  
Printed Name and Title

**DEBARMENT AND SUSPENSION CERTIFICATION**

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment or disqualification pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.



Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

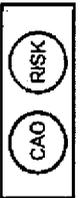
I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this 6th day of February, 2017 in Benicia [city], Solano County, California.

  
Signature

Richard Williams, President  
Printed Name and Title

**CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS**  
**(Prime Contractor - To be Submitted with Bid)**

I, Richard Williams, a licensed contractor, or responsible managing officer, of the company known as Sweetwater Construction, Inc., do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the company on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.



*Richard Williams*  
Signature

Richard Williams, President  
Printed Name and Title

2/6/17  
Date

**BID BOND**  
**(To be Submitted with Bid)**

KNOW ALL MEN BY THESE PRESENTS that we, The Ohio Casualty Insurance Company, as Surety and Sweetwater Construction, Inc., as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto the City of Monterey ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: CITY OF MONTEREY WHARF II CRITICAL REPAIRS

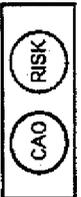
WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

**[CONTINUED NEXT PAGE]**



IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this 2nd day of February, 2017, by their duly authorized agents or representatives.

Sweetwater Construction, Inc.  
(Bidder/Principal Name)

By: [Signature]  
(Signature)

RICHARD WILLIAMS  
(Typed or Printed Name)

Title: PRESIDENT

(Attach Notary Public Acknowledgement of Principal's Signature)

The Ohio Casualty Insurance Company  
(Surety Name)

By: [Signature]  
(Signature of Attorney-in-Fact for Surety)

Debbie L. Welsh, Attorney-in-Fact  
(Typed or Printed Name of Attorney-in-Fact)

(Attach: (i) Attorney-in-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-in-Fact's Signature.)

**Contact name, address, telephone number and email address for notices to the Surety**

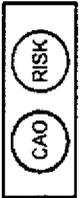
Ian McCormick / The Ohio Casualty Insurance Company  
(Contact Name)

71 Stevenson Street, Suite 600  
(Street Address)

San Francisco, CA 94105  
(City, State & Zip Code)

( 415 ) 537-2512      ( 415 ) 896-8072  
Telephone                      Fax

ian.mccormick@libertymutual.com  
(Email address)



### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of MARIN

On February 2, 2017 before me, Donna J. Frowd, Notary Public  
(insert name and title of the officer)

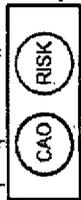
personally appeared Debbie L. Welsh  
who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in  
~~his~~/~~her~~/~~their~~ authorized capacity~~(ies)~~,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

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

WITNESS my hand and official seal.



Signature Donna J. Frowd (Seal)



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent expressly stated.  
Certificate No. 7549177

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Magdalena R. Wolfe; Debbie L. Welsh; Donna J. Frowd; Donna L. Welsh; Michael Brophy McGowan; Susan J. McGowan

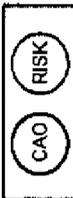
all of the city of Novato, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of November, 2016.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 18th day of November, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney:** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of February, 20 17



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Agreement #: Ag 6743 Page 2 of 2

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

**CERTIFICATION OF WORKERS' COMPENSATION INSURANCE**

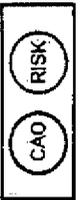
I, Richard Williams the President of  
(Name) (Title)

Sweetwater Construction, Inc. declare, state and certify that  
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."



2. I am aware that the provisions of California Labor Code §3700 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 this Contract.

Sweetwater Construction, Inc.  
(Contractor Name)

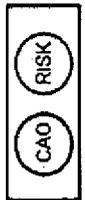
By: *Richard Williams*  
(Signature)

Richard Williams, President

**SPECIFIED OR APPROVED EQUAL PRODUCT SUBMITTALS**

In certain instances, product submittals for Bidder proposed "Approved Equal" products must be submitted with their bid. In these instances, those products are listed below. Indicate the product for which the bid is based on by placing a checkmark by the product specified or the proposed "approved equal". If proposing with an "approved equal" product, provide the information on the spaces under the specified product. See Special Provisions for additional information relating to those products listed:

<input checked="" type="checkbox"/>	Product	Model Number	Manufacturer
<input checked="" type="checkbox"/>	Trowel Mortar	FX-763	Fox
<input checked="" type="checkbox"/>	Repair Sleeve	FX-70	Fox
<input checked="" type="checkbox"/>	Underwater Grout	FX-225	Fox
<input checked="" type="checkbox"/>	TC Enviroshield	Series T with TC Envirotape inner wrap	Tapecoat
<input checked="" type="checkbox"/>	Trowel Grade Epoxy	FX-763	Fox
<input checked="" type="checkbox"/>	Spray Polyurea Marine Grade Coating	MFI SL08	Marine Fenders International
<input checked="" type="checkbox"/>	Coating	Cold Galvanizing Compound	ZRC



Originals: Two

Part III, Page 3

**PERFORMANCE BOND**

BOND NO. 070023709

PREMIUM: \$6,933.00

WHEREAS, The City of Monterey (hereinafter designated as "Obligee") and Sweetwater Construction, Inc. (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated 2/23/2017, and identified as project Wharf II Critical Repairs (30C1354) is hereby referred to and made a part hereof; and

WHEREAS, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, We, the principal and The Ohio Casualty Insurance Company as surety, are held and firmly bound unto the hereinafter called "The Obligee," in the penal sum of see\*\* dollars (\$395,505.00) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

\*\*Three Hundred Ninety-Five Thousand Five Hundred Five and 00/100

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specification accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

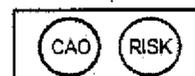
IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on February 27, 2017.

Sweetwater Construction, Inc.

By: [Signature]  
PRINCIPAL

The Ohio Casualty Insurance Company  
SURETY

By: [Signature]  
ATTORNEY-IN-FACT Donna L. Welsh



### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of MARIN )

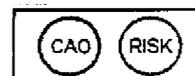
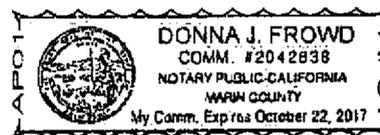
On February 27, 2017 before me, Donna J. Frowd, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Donna J. Frowd (Seal)



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein set forth.

Certificate No. 7549155

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Magdalena R. Wolfe; Debbie L. Welsh; Donna J. Frowd; Donna L. Welsh; Michael Brophy McGowan; Susan J. McGowan

all of the city of Novato state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of November 2016



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

On this 18th day of November 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 6. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

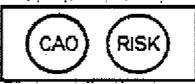
**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of February 2017



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Originals: Two

Part III, Page 4

**PAYMENT (LABOR AND MATERIALS) BOND**BOND NO.: 070023709

Premium: Included in Performance Bond

KNOW ALL MENWOMEN BY THESE PRESENT that we, Swoolwater Construction, Inc. as Principal (also referred to herein as "CONTRACTOR"), and The Ohio Casualty Insurance Company as Surety, are held and firmly bound unto City of Monterey, hereinafter called "OWNER," in the sum of Three Hundred Ninety-Five Thousand Five Hundred Five and 00/100 Dollars (\$ 395,505.00), for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

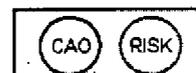
The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed Contract with the City of Monterey for the Wharf II Critical Repairs (30C1354) in accordance with OWNER's Call for Bids documents and Principal's Bid Dated 2/23/2017, and to which reference is hereby made for all particulars, and is required by said City of Monterey to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said CONTRACTOR, its Subcontractors, its heirs, executors, administrators, successors, or assigns, shall fail to pay (a) for any materials, provisions, equipment, or other supplies used in, upon, for or about the performance of the WORK contracted to be done under the Contract, or (b) for any work or labor thereon of any kind contracted to be done under the Contract, or (c) for amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (d) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to such work and labor, in each case, as required by the provisions of Sections 9550-9566 inclusive, of the Civil Code of the State of California and acts amendatory thereof, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies, corporations or other entities so furnishing said materials, provisions, provender, equipment, or other supplies, appliances, or power used in, upon, for, or about performance of the Work contracted to be executed or performed, or any person, company, corporation or entity renting or hiring implements or machinery or power for or contributing to said Work to be done, or any person who performs work or labor upon the same, or any person, company, corporation or entity who supplies both work and materials therefor, shall have complied with the provisions of said laws, then said Surety will pay in full the same in an amount not exceeding the sum hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, as shall be fixed by the Court. This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said CONTRACTOR or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said CONTRACTOR or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

Wharf II Critical Repairs

REV 05/31/2016

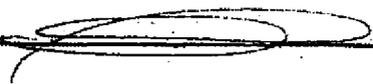


IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this

27th day of February, 2017

The Ohio Casualty Insurance Company  
Surety

Sweetwater Construction, Inc.  
Principal

By: 

By: 

Donna L. Welsh, Attorney-in-Fact  
Print Name/Title  
The Ohio Casualty Insurance Company  
Attn: Surety Claims Department  
1001 4th Avenue, Suite 1300, Seattle, WA 98154  
Address

RICHARD WILLIAMS, PRESIDENT  
Print Name/Title  
525 Chestnut Street, Vallejo, CA 94590  
Mailing: P.O. Box 1336, Benicia, CA 94510  
Address

( 206 ) 473-6200  
Telephone Number

( 707 ) 554-8824  
Telephone Number

smalcontract@libertymutual.com  
Email Address

sweetwaterconst@aol.com  
Email Address

NOTARIAL CERTIFICATE OF ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.



### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of MARIN )

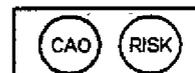
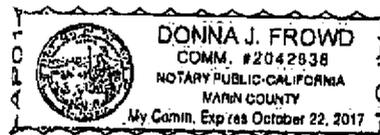
On February 27, 2017 before me, Donna J. Frowd, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Donna J. Frowd (Seal)



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent hereinafter provided.

Certificate No. 7549158

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Magdalena R. Wolfe; Debbie L. Welsh; Donna J. Frowd; Donna L. Welsh; Michael Brophy McGowan; Susan J. McGowan

all of the city of Novato, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of November 2016



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 18th day of November 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

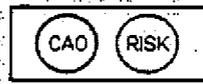
**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of February 2017



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

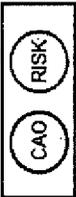
**NONCOLLUSION DECLARATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the President of Sweetwater Construction, Inc., the party making the foregoing bid.

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

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



I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 6th day of February, 2017 in Benicia [city], Solano County, California.

  
Signature

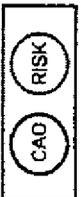
Richard Williams, President  
Printed Name and Title

**DEBARMENT AND SUSPENSION CERTIFICATION**

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment or disqualification pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.



Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

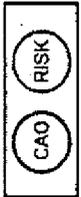
I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this 6th day of February, 2017 in Benicia [city], Solano County, California.

*Richard Williams*  
Signature

Richard Williams, President  
Printed Name and Title

**CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS**  
**(Prime Contractor - To be Submitted with Bid)**

I, Richard Williams, a licensed contractor, or responsible managing officer, of the company known as Sweetwater Construction, Inc., do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the company on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.



*Richard Williams*  
Signature

Richard Williams, President  
Printed Name and Title

2/6/17  
Date