

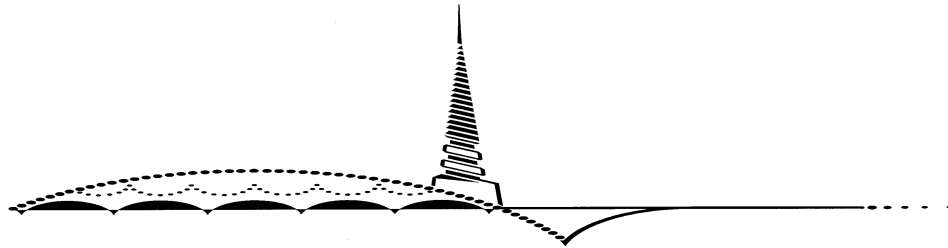
**COUNTY PROJECT NO. CSA 29-03
COUNTY PLAN NO. 2013-13**

**CONTRACT DOCUMENTS INCLUDING:
NOTICE TO CONTRACTORS
PROPOSALS
SPECIAL PROVISIONS
CONTRACT DOCUMENTS**

FOR

**PARADISE CAY
2014 MAINTENANCE DREDGING**

**IN
MARIN COUNTY**



**DEPARTMENT OF PUBLIC WORKS
COUNTY OF MARIN
SAN RAFAEL, CALIFORNIA**

APRIL 2014

**For use in Connection with State of California
Department of Transportation
Standard Specifications Dated 2010 & Standard Plans Dated 2010**

PROJECT AUTHORIZATION

**PARADISE CAY
2014 MAINTENANCE DREDGING**

**COUNTY PROJECT NO. CSA 29-03
COUNTY PLAN NO. 2013-13**

**Raul M. Rojas
Director of Department of Public Works**

**Craig Tackabery
Assistant Director**

**Tracy Clay
Principal Civil Engineer**

**County of Marin
San Rafael, California 94903**

APRIL 2014

ATTENTION BIDDERS

A. MINORITY BUSINESS ENTERPRISE REQUIREMENT

It is the policy of the County of Marin to take positive steps to maximize the utilization of minority and women's business enterprises in all contract activity administered by the County of Marin.

The Contractor shall utilize his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority or women's business enterprise" means a business, at least 50 percent of which is owned by minority group members or women or, in the case of publicly owned businesses, at least 51 percent of the stock is owned by the minority group members or women. For the purpose of this definition, minority group members are Black, Hispanics, Asians, Native Americans, Alaskans or Pacific Islanders.

B. COMPLETENESS OF BID

Bidders should take care to complete all details in a legible manner in the bid documents. Failure to do so may be cause for rejection of the bid.

C. ENVIRONMENTAL CONTROL

The Contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes which apply to the project and any work performed pursuant to the contract.

D. WAGE RATES

The Contractor's attention is directed to the applicability of State requirements concerning requirements for Wage Rates.

TABLE OF CONTENTS

ATTENTION BIDDERS.....	1
NOTICE TO CONTRACTORS.....	3
INSTRUCTIONS TO BIDDERS	5
PROPOSAL.....	9
GENERAL PROVISIONS.....	22
A. DEFINITIONS AND TERMS.....	22
B. PROPOSAL REQUIREMENTS AND CONDITIONS	23
C. AWARD AND EXECUTION OF CONTRACT.....	24
D. TIME LIMIT AND LIQUIDATED DAMAGES.....	24
E. SCOPE OF WORK.....	25
F. CONTROL OF WORK.....	25
G. CONTROL OF MATERIALS	25
H. LEGAL RELATIONS AND RESPONSIBILITY	25
I. PROSECUTION AND PROGRESS.....	26
J. MEASUREMENT AND PAYMENT	26
K. INDEMNITY AND INSURANCE REQUIREMENTS	28
L. FORCE ACCOUNT AND EQUIPMENT RENTAL	31
M. SANITARY FACILITIES & STORM WATER POLLUTION PREVENTION	31
N. FINAL CLEANUP	35
O. FINAL INSPECTION.....	35
P. AUTHORITY OF ENGINEER AND CONDUCT OF WORK.....	35
Q. EXCAVATION AND SHORING	36
R. OVERTIME, WEEKEND WORK, AND LEGAL HOLIDAYS	36
T. SOUND CONTROL REQUIREMENTS	37
U. CONSTRUCTION MATERIALS AND TESTING	37
V. PUBLIC CONTRACTS CODE 7104: EXCAVATIONS DEEPER THAN FOUR FEET.....	38
W. ARCHAEOLOGICAL DISCOVERIES	39
X. REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES	39
Y. INTEGRATED PEST MANAGEMENT (IPM).....	39
SECTION 10. SPECIAL PROVISIONS	41
10.01 GENERAL	41
10.02 CONDUCT OF WORK	45
10.03 MOBILIZATION AND DEMOBILIZATION	49
10.04 DREDGING	49
CONTRACT FORMS	52
APPENDIX.....	57

DEPARTMENT OF PUBLIC WORKS
SAN RAFAEL, CALIFORNIA

NOTICE TO CONTRACTORS

INVITING SEALED PROPOSALS OF BIDS

County Project No. CSA 29-03

Sealed Proposals will be received by the Clerk of the Board of Supervisors, Room 329, Marin County Civic Center, San Rafael, California 94903, until **11:00 a.m. on Monday, May 5, 2014**. Proposals will be collected by County staff at 11:00 a.m. and will be opened and read in Room No. 404, of the Marin County Civic Center for:

**PARADISE CAY
2014 MAINTENANCE DREDGING**

Work shall be done in accordance with official plans and specifications, which are available at the Department of Public Works, County of Marin, Room 404, Civic Center, San Rafael, California, and may be purchased for **\$50.00** per set (non-refundable). There will be a \$12.00 service fee for returned checks. Mailed requests shall be addressed to the Department of Public Works, County of Marin, P.O. Box 4186, Civic Center, San Rafael, California 94913. For questions regarding the project, and/or plans & specifications, call (415) 473-7877.

Project Description: Maintenance dredging of the Paradise Cay area in Tiburon for recreational boating use to minus seven feet within the waterways and to minus eight feet in the entry channel.

The Engineer's Estimate for the base bid for this project is \$325,500.

A Bid Bond in the amount of 10% of the total bid amount payable to the County of Marin shall accompany the Proposal.

Award of contract, if awarded, will be to the lowest responsible bidder whose proposal complies with prescribed requirements, and will be within thirty (30) days after receipt of proposals.

The County of Marin reserves the right to reject any or all bids and the right to waive any irregularities.

The provisions of Public Contract Code 22300, regarding substitution of securities for monies withheld to ensure performance shall apply to this contract.

No prebid meeting is scheduled for this project.

The Contractor shall possess a valid Class "A" License at the time contract is awarded.

Bids are required for the entire work described herein. This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

The County of Marin hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business and woman owned business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates for Marin County where the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Department of Public Works. Prevailing Wage Rates are also available at the State of California Division of Labor Statistics and Research website <http://www.dir.ca.gov/DLSR/PWD/index.htm>

COUNTY OF MARIN

MARIN COUNTY DEPARTMENT OF PUBLIC WORKS
SAN RAFAEL, CALIFORNIA

INSTRUCTIONS TO BIDDERS

- A. INSPECTION OF PLANS - Plans and specifications may be obtained at the Department of Public Works, Room 404, Civic Center, San Rafael, and may be purchased for **\$50.00** to cover printing and processing, which charge is NON-REFUNDABLE and plans need not be returned. Checks should be made payable to the County of Marin.

- B. ELIGIBILITY - All bidders must be Contractors holding a valid license to perform the required work as provided by the Business and Professions Code, and may be required to submit evidence to the County as to their ability, financial responsibility, and experience, in order to be eligible for consideration of their proposal.

- C. PROPOSAL GUARANTY - All bids must be submitted on the proposal Form obtained from the Department of Public Works and shall be accompanied by a Proposal Guaranty of at least ten (10%) of the base bid. Guaranties shall be in the form of a certified or cashier's check or Bid Bond payable to the County of Marin. Failure of the successful bidder to execute and return the contract, or to file acceptable bond, as required, within the time allotted shall be cause for the annulment of the award and forfeiture of the Proposal Guaranty.

- D. BID BONDS - The bid bond of bidders, other than the successful bidder, may be retained by the County of Marin for a period of thirty (30) days after award or until fifteen (15) days after the successful bidder executed the contract and furnished bonds, whichever occurs first. If a bidder to whom the contract is awarded fails, or refuses, to execute the contract within ten (10) days of notice of award, as herein provided, the Board of Supervisors may award to the next lowest bidder and apply the bid bond of the bidder failing, or refusing, to execute contract as herein required. The bid bonds of bidders to whom no award was made will be returned upon request.

- E. BIDS AND BID OPENING - Only the total bid amount will be read at the bid opening and not specific item unless requested, in writing, at the time of the submission of proposals. Bidders will be at liberty to inspect and review bids at the Department of Public Works, to which they will be removed for the purpose of checking after opening and reading of totals.

Bids are required for the entire work described herein, and neither partial nor contingent bids will be considered.

- F. ADDENDUM - Every interpretation of the specifications, changes, additions or corrections will be in the form of an addendum to the contract documents, and when issued will be on file at the Department of Public Works at least one working day before bids are opened. In addition, all addenda will be mailed to each person-holding contract documents but it shall be the bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda.

- G. **TIME LIMIT AND LIQUIDATED DAMAGES** - The Contractor shall commence work on or before the tenth (10th) working day following date of mailing of written notification by the Department of Public Works that the contract has been awarded by the Board of Supervisors. During this ten-(10) day interval, the necessary contract documents shall be executed by the Contractor and returned to the Department of Public Works.
1. All work shall be completed within **sixty (60) working days** counting from and after the said tenth (10) day.
 2. The Contractor shall pay to the County of Marin the sum of **\$1,900.00** per each and every calendar day's delay in completing the work in excess of the number of working days specified above. The Contractor shall pay said amount to the County in accordance with the requirements of Section D, General Provisions, of the specifications. It is understood that additional crews may be needed to complete the work within the timeline specified.
- H. **LEGAL REQUIREMENTS**: - See the provisions of the specifications regarding legal relations and responsibility.
- I. **SPECIFICATIONS**: - Attention is directed to the correlation of the specifications with the Standard Specifications of the State of California, Business, Transportation and Housing Agency, Department of Transportation (Caltrans), dated 2010 and any amendments, as to materials, methods and workmanship.
- J. **CONTRACT BONDS**: - The Contractor whose bid is accepted shall furnish the following bonds to the County (at no expense to County), executed by a responsible surety in a form acceptable to the County:
- a) Performance Bond
 - b) Payment Bond
- The Performance Bond shall be in an amount equal to one hundred percent (100%) of the total amount bid by the Contractor in his proposal.
- The Payment Bond shall be in an amount equal to one hundred percent (100%) of the total amount bid by the Contractor in his proposal.
- K. **EMPLOYEES AND NON-DISCRIMINATION**: - See Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

**NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM
(GOV. CODE, SECTION 12990)**

See "Nondiscrimination" set forth in Section 7-1.02I(2) of the Standard Specifications, which is applicable to all-nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

Contractor shall not discriminate against any employee or applicant because of race, religion, color or national origin. This shall include employment, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other compensation, and selection for training and apprenticeship. Contractor shall post, in conspicuous places during the period of contract and available to applicants for employment, notices setting forth the provisions of this clause. Contractor shall insert the foregoing provisions in all subcontracts thereunder, except subcontracts for standard commercial supplies or raw materials. The hiring of all labor for work shall be in accordance with applicable directives of the Fair Employment Practices Commission of the State of California. The Contractor shall forfeit, as a penalty, in addition to any other penalty provided by law, to County, the sum of \$25.00 for each calendar day, or portion thereof, during which the Contractor knowingly allows any conditions of discrimination to exist in connection with the work, provided, however, that such penalty shall not be imposed without a full investigation and determination by the Fair Employment Practices Commission.

Contractor shall cooperate fully with Marin County and affected Unions to promote and insure the maximum employment of minorities in accordance with State Standard Specifications, Section 7-1.021(2), "Nondiscrimination," with particular emphasis on residents of Marin County, in all phases and at all levels of the work.

- L. APPRENTICESHIP – See Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Section 1777.5, as amended required the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

1. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
2. When the number of apprentices in training in the area exceeds a ratio of one to five, or
3. When the trade can show that it is replacing at least 1/30th of its membership through apprenticeship training on an annual basis statewide or locally, or
4. When the assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

The Contractor is required to make contributions to funds established for the administration of apprenticeship program if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other Contractors on the public works site are making such contributions. The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, Standards and its branch office.

- M. PREVAILING WAGES - In compliance with the provisions of Section 1776 of the Labor Code of the State of California, as amended, the Contractor and each of his subcontractors shall keep an accurate payroll record, showing the name, address, social security number, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice or worked employed by them in connection with the Project. Said records shall be available for inspection at all reasonable hours, and copies shall be made available to the employer or his authorized representative, the State Division of Labor Standards Enforcement, the State Division of Apprenticeship Standards, and the County.

See Section 7-1.02K(2) “Wages” of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for Marin County where the work is to be completed, are available at the Labor Compliance Office at the offices of the District Director for Caltrans District IV and at the Department of Public Works, County of Marin. These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

PROPOSAL

TO THE DIRECTOR OF PUBLIC WORKS MARIN COUNTY

SAN RAFAEL, CALIFORNIA

FOR: Paradise Cay
2014 Maintenance Dredging

This project involves maintenance dredging of the Paradise Cay area in Tiburon for recreational boating use to minus seven feet within the waterways and to minus eight feet in the entry channel.

Name of Bidder_____

Business Address_____

Place of Residence_____

TO THE DIRECTOR OF PUBLIC WORKS OF MARIN COUNTY:

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporations; that he has carefully examined the location of the proposed work, plans and specifications; and he proposes and agrees, if this proposal is accepted, that he will contract with the County of Marin to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in this contract in the manner and time prescribed, and according to the requirements of the Engineer as therein set forth; and that he will take in full payment therefor an amount based on the unit prices specified herein below for the various items of work, the total value of said work as estimated herein being \$_____ and the following being the unit prices bid to-wit:

**REVISED ENGINEER'S ESTIMATE AND SCHEDULE OF BID PRICES
PARADISE CAY 2014 MAINTENANCE DREDGING- CSA NO. 29**

Item No.	Description	Estimated Quantity	Unit Measure	Unit Price	Amount
1.	Dredging*	26,510	CY	\$_____	\$_____
TOTAL BASE BID					\$_____

*Final Pay Quantity

The award of contract, if awarded, shall be based on budget requirements and shall be made to the lowest responsible, responsive bidder based on the Total Base Bid amount alone.

In case of discrepancy between prices and totals, the unit prices shall prevail.

It is understood and agreed that the quantities of work under each item are approximate only, being given for a basis of comparison of proposals, and the right is reserved to the County to increase or decrease the amount of work under any item as may be required, in accordance with provisions set forth in the specifications for this project.

It is further understood and agreed that the total amount of money set forth for each item of work or as the total amount bid for the project does not constitute an agreement to pay a lump sum for the work unless it specifically so states.

No person, firm or corporation shall be allowed to make, file or be interested in more than one (1) bid for the same project unless such alternate bids are called for. However, a person, firm or corporation who has submitted a sub-proposal to one bidder is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

If this proposal is accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums to be determined as aforesaid with surety satisfactory to the Director of Public Works within three (3) working days of notice of award, the Board may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the County of Marin.

It is hereby agreed that the undersigned, as bidder, shall furnish a faithful performance bond of the total amount of this proposal and a labor and materials bond in the amount of one hundred percent (100%) of the total amount of this proposal to the County of Marin and at no expense to said County, in the event that this proposal is accepted by said County of Marin.

SUBCONTRACTS

The following "Specialty Item" of work is hereby exempted from percentage requirements of work performed by the Contractor's own organization and workmen under his immediate supervision:

NONE

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," of the Standard Specifications, and Section B, "Proposal Requirements and Conditions," of the General Provisions contained within the Contract Documents.

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

**“NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

State of California)

County of _____) ss.

To the COUNTY of MARIN
DEPARTMENT OF PUBLIC WORKS.

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

Note: The above Noncollusion Affidavit is part of the Proposal.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Place Notary Seal Above

Signature of Notary Public

Signature of Document Signer

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF
THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT
AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART
OF THIS PROPOSAL)*

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____,
proposed subcontractor _____, hereby
certifies that he has _____, has not _____, participated in a previous contract or subcontract subject
to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and
that, where required, he has filed with the Joint Reporting Committee, the Director of the Office
of Federal Contract Compliance, a Federal Government contracting or administering agency, or
the former President's Committee on Equal Employment Opportunity, all reports due under the
applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of
the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and
proposed subcontractors only in connection with contracts and subcontracts which are
subject to the equal opportunity clause. Contracts and subcontracts which are exempt
from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only
contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive
Orders or their implementing regulations.

Proposed prime Contractors and subcontractors who have participated in a previous
contract or subcontract subject to the Executive Orders and have not filed the required
reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and
subcontracts unless such Contractor submits a report covering the delinquent period or
such other period specified by the Federal Highway Administration or by the Director,
Office of Federal Contract Compliance, U.S. Department of Labor.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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, and manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been 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. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

SUBCONTRACTOR DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been 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.

Authorized Representative

Name (typed)

Signature

Title

Date

Name of Company

Project Name

BIDDER SHALL SUBMIT A SIGNED "SUBCONTRACTOR DEBARMENT AND SUSPENSION CERTIFICATION" NO LATER THAN 4:00 P.M. ON THE 4TH BUSINESS DAY AFTER BID OPENING FOR EACH SUBCONTRACTOR LISTED IN THE BID. FAILURE TO SUBMIT SUBCONTRACTOR CERTIFICATION MAY DEEM A BID NON-RESPONSIVE.

Notes: The certification of this provision is a material representation of fact upon which reliance was place. Providing false information may result in criminal prosecution or administrative sanctions and the termination of the contract for default.

NOTICE

Section 7028.15 of the Business and Professions Code provides that it is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a Contractor within the state without having a license therefor except in certain cases. Therefore you must sign one of the following two statements:

1. I am familiar with the provisions of Section 7028.15 of the California Business and Professions Code and in my opinion the following exceptions contained within the Code section apply:

I declare under penalty of perjury that the foregoing is true and correct. Executed this ___ day of _____, 2014, at _____, California.

(Signature)

2. I am a licensed Contractor possessing the following license, _____, the number of which is _____, the license expiration date is _____.

I declare under penalty of perjury that the foregoing is true and correct. Executed this ___ day of _____, 2014, at _____, California.

(Signature)

ANY BID NOT CONTAINING THE FOREGOING INFORMATION, OR A BID CONTAINING INFORMATION WHICH IS SUBSEQUENTLY PROVEN FALSE, SHALL BE CONSIDERED NON-RESPONSIVE AND SHALL BE REJECTED BY THE PUBLIC AGENCY.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances on a separate sheet of paper and attach it after this page.

Public Contract Code 10232 Statement

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Tax, California Nonresident Income & Franchise Tax Withholding

The California Franchise Tax Board through the California Revenue and Taxation Code (R&TC) Section 18662 and the related regulations requires the withholding of California income and franchise taxes from payment made to nonresident California vendors performing services in this state. A withholding of 7% (the 2011 rate which is applicable to change) of all service related invoices will be withheld and remitted to the state; there is no required withholding on goods provided. In addition, there are higher applicable rates that apply to nonresident foreign non-corporate partners, corporate partners and foreign bank (including financial institution partners).

Non-California Contractor/Vendor Yes _____ No _____

Note: The above Statements and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Accompanying this proposal is _____
(Notice: Insert the words "Cash (\$ _____)", "Cashier's Check", "Certified Check," or "Bidder's Bond.")

in amount equal to at least 10 percent of the total of the bid.

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

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

ADDENDA: This Proposal is submitted with respect to the changes to the contract included in addenda number(s) _____
(Fill in any addenda numbers if addenda have been received.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____

SIGN HERE: _____

>>> _____
Signature of Bidder

Business address: _____

Business Phone No. _____

Place of business: _____

Place of residence: _____

GENERAL PROVISIONS

A. **DEFINITIONS AND TERMS**

COUNTY: County shall mean the County of Marin (hereinafter COUNTY), a political subdivision of the State of California, acting as the public entity awarding this contract by action of the Board of Supervisors sitting as the governing body.

OPEN SPACE: Open Space shall mean the Marin County Open Space District (hereinafter MCOSD), a political subdivision of the State of California, acting as the public entity awarding this contract by action of the Board of Supervisors sitting as the governing body.

DISTRICT: District shall mean the Marin County Flood Control & Water Conservation District (hereinafter MCFC&WCD), a political subdivision of the State of California, acting as the public entity awarding this contract by action of the Board of Directors sitting as the governing body.

BOARD OF SUPERVISORS: Board of Supervisors shall mean governing body of COUNTY, or, the governing body of the MCFC&WCD, or, the governing body of the MCOSD, the public entity awarding this contract.

DIRECTOR OF PUBLIC WORKS/DISTRICT ENGINEER/ENGINEER: Director of Public Works/District Engineer/Engineer shall mean the Director of the Department of Public Works of Marin County, acting on behalf of the awarding entity as described under the definition of "County", "Open Space", or "District", or his authorized agent acting within the scope of his authority, who shall act as the representative to the public entity during the term of the contract.

STANDARD SPECIFICATIONS: Standard Specifications shall mean the Standard Specifications of the State of California, Business, Transportation and Housing Agency, Department of Transportation, dated 2010. Any reference therein to a State Agency or officer shall be interpreted as if the corresponding County Office or officer acting under this contract were so specified.

STANDARD PLANS: Standard Plans shall mean the standard plans of the State of California, Business and Transportation Agency, Department of Transportation, dated 2010.

UNIFORM CONSTRUCTION STANDARDS: Uniform Construction Standards shall mean the Uniform Construction Standards approved and adopted by the Cities of Marin and County of Marin, in May 2008.

CONTRACT DOCUMENTS: The work shall conform to the requirements of all the following contract documents:

Project Plans.

The Standard Specifications, insofar as they may apply.

The Standard Plans, insofar as they may apply.
The Uniform Construction Standards, insofar as they may apply.
These specifications, including the Notice to Contractors.
The Proposal and the Contract (or Agreement).
The two (2) contract bonds required herein.
Any supplemental agreements amending or extending the work.
Any working drawings, sketches, or instructions clarifying or enlarging upon the work specified herein.
Pertinent portions of any other documents included by reference thereto in these specifications, the Standard Specifications, or the Plans.

In case of conflict between the Standard Specifications and these following provisions, these provisions shall take precedence over and be used in lieu of such conflicting portions. It is the intent of this contract to obtain a finished, workmanlike job, complete in place.

B. PROPOSAL REQUIREMENTS AND CONDITIONS

The bidder's attention is directed to the provision of Section 2 of the Standard Specifications as modified herein.

All proposals shall be made in strict accordance with the Instructions to Bidders.

Unless otherwise required by the Special Provisions, the Contractor shall guarantee all work done under the Contract to be free from faulty materials and workmanship for a period of one (1) year from the date of acceptance, and shall furnish a performance bond as provided in "Contract Bonds" of the Instructions to Bidders.

The Contractor hereby agrees to repair or replace any and all work, together with any other adjacent work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the County.

The Contractor further agrees, that within ten (10) calendar days after being notified in writing by the County of any work not in accordance with the requirements of the Contract or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time. In the event the Contractor fails to comply, it does hereby authorize the County to proceed to have such work done at the Contractor's expense and he will honor and pay the costs and charges upon demand. The County shall be entitled to all costs and expenses, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

No person, firm, or corporation shall be allowed to make, file or be interested in more than one (1) bid for the same project unless such alternate bids are called for. However, a person, firm

or corporation who has submitted a sub-proposal to one bidder is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

C. AWARD AND EXECUTION OF CONTRACT

Attention is directed to the provisions of Section 3 of the Standard Specifications and the following provisions:

The Board of Supervisors has elected to let this contract under the terms and provisions of the State Contract Act, as provided in Section 10180 of the Public Contract Code.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

The County reserves the right to reject any and all bids.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty.

Upon execution of the contract by the Contractor and the County, the Contractor shall furnish the County (1) a Certificate of Consent to self-insure issued by the Director of Industrial Relations, or (2) a Certificate of Workers' Compensation Insurance issued by an admitted insurer, or (3) an exact copy or duplicate thereof certified by the Director or the insurer.

D. TIME LIMIT AND LIQUIDATED DAMAGES

The Contractor shall commence work and complete the project, in accordance with the time limits specified in the Instructions to Bidders.

The Contractor shall notify the Director of the Department of Public Works, in writing, three (3) calendar days in advance of the time that he plans to commence work.

Should the Contractor prepare to begin work at the regular starting time in the morning of any days on which inclement weather or the condition of the site prevents the work from beginning at the usual starting time, and the crew is dismissed, the Contractor will not be charged for a working day whether or not conditions should change thereafter and the major portion of the day could be considered to be suitable for construction operations.

Reference is made to Section 8 of the Standard Specifications, Section 8-1.05 "Time" and Section 8-1.10 "Liquidated Damages", which provisions, except as modified herein shall apply in case of failure to complete the work within the time limits specified. On the project to be constructed under these specifications, it has been determined that Marin County will be damaged to the extent of the amount specified in the Instruction to Bidders for each day of

delay in completing the work in excess of the number of days specified, and the Contractor agrees to pay liquidated damages at that rate per day for any such delay, as provided in said Section 8. However, the Contractor shall not be assessed liquidated damages for delay in completion when such delay was caused by failure of the County or the owner of any utility to provide for removal or relocation of existing utility facilities.

E. SCOPE OF WORK

Reference is made to Section 4 of the Standard Specifications.

F. CONTROL OF WORK

Reference is made to Section 5 of the Standard Specifications.

G. CONTROL OF MATERIALS

Reference is made to Section 6 of the Standard Specifications.

H. LEGAL RELATIONS AND RESPONSIBILITY

In connection with laws to be observed and responsibility of the Contractor, attention is directed to Section 7 of the Standard Specifications, and to the laws therein referred to, all of which are applicable to this contract.

The contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax and Federal transportation tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to Contractor by the County of Marin, as to any tax on labor, services, materials, transportation or any other items furnished pursuant to this contract.

Reference is made to the list of General Prevailing Wage Rates established by the Director of the Department of Industrial Relations, State of California. Said rates apply to this project. Copies of said Wage Rates are available as specified in the Notice to Contractors.

For any classification not included in the list, the minimum wage shall be the general prevailing rate for the County.

The Contractor shall adhere to all labor compliance regulations related to work in excess of eight hours in any single workday as described by the time in Section G of these General Provisions, and all other labor related requirements so much as they apply.

In case it becomes necessary for the Contractor or any subcontractor to employ on the work under this contract any person in a trade or occupation not covered on the list of prevailing wage rates, (except executive, supervisory, administrative, clerical, or other non-manual workers as such), the Contractor shall immediately notify the Engineer who will promptly thereafter determine the prevailing rate for such additional trade or occupation applicable to the latest collective bargaining agreements and shall furnish the Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

The Engineer may request at any time, and the Contractor shall provide, certified payroll records indicating all wages paid to all workmen on the project for the time period requested.

ARBITRATION. – See Section 9-1.22, "Arbitration," of the Standard Specifications.

NOTICE OF POTENTIAL CLAIM. See Section 5-1.43, "Potential Claims and Dispute Resolution," of the Standard Specifications.

I. **PROSECUTION AND PROGRESS**

See Section 8 of the Standard Specifications.

The provisions of this section not modified by the Agreement or Contract shall apply to this project.

No subcontractor will be allowed on the project who is not listed in the List of Subcontractors contained in the Proposal, unless approved in advance and in writing by the Engineer.

Neither the contract, nor any monies due, or to become due, under the contract, may be assigned by the Contractor without the prior consent and approval of the Board of Supervisors, nor in any event without the consent of the Contractor's surety or sureties, unless such surety or sureties have waived their right to notice or assignment.

J. **MEASUREMENT AND PAYMENT**

FINAL PAY QUANTITIES. – See Section 9-1.02C, "Final Pay Item Quantities," of the Standard Specifications.

See Section 9-1.16E "Withholds," of the Standard Specifications. Section 9-1.07 "Payment Adjustments for Price Index Fluctuations" does not apply unless specifically called out in Section 10 of these specifications.

1. **PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS AND PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS**

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

Marin County shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Engineer, of the contract work and pay retainage to the prime contractor based on these acceptances.

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

2. Partial payments shall cover work completed through the 25th calendar day of each month for contracts where the number of working days exceeds twenty (20). No partial payments will be made for contracts having a time limit of twenty (20) days or less, unless completion has been significantly delayed by causes which are clearly not the fault of the Contractor.

When partial payments are to be made, the Engineer shall submit to the Contractor, on County forms, an estimate of the total amount of work accomplished, which will show the computed amount due less a retention which shall be 5% of the value of the work accomplished, unless otherwise indicated in the Special Provisions. No partial payments will be made for materials stored on the job but not yet installed, unless otherwise provided in the Special Provisions.

Upon receipt of the estimate from the Engineer, the Contractor shall submit a covering invoice to the Department of Public Works, and upon receipt of the County will promptly schedule payment.

3. Final Payment

See Section 9-1.17 "Payment After Contract Acceptance" of the Standard Specifications.

K. INDEMNITY AND INSURANCE REQUIREMENTS

For the purpose of this Section K, "Indemnity and Insurance Requirements", and this section only, "COUNTY" shall mean both the County of Marin and the public entity awarding this contract by action of the Board of Supervisors sitting as the governing body of such public entity.

1. Indemnity

Contractor shall effectively protect and guard County, its officers, agents, and employees, from any liability as a consequence of any willful act, negligent act or non-negligent act or omission by the Contractor, any of the Contractor's employees or agents, or any subcontractor, and shall be responsible for any and all damage, injury, or death to persons, or damage to property. Contractor shall indemnify, defend and hold County from any and all claims, suits, actions, costs, and liability ensuing in connection with the performance of the contract, or failure to protect the safety of workers or the general public, regardless of the existence of or degree of fault or negligence on the part of the County or the Contractor, subcontractor, or any employee of any of these.

In those instances where the County has obtained "Rights of Entry" from private property owners upon whose property it will be necessary for the Contractor to enter to perform the work to be done under the contract, Contractor shall indemnify such property owners in the same manner as the County is indemnified.

2. Insurance Requirements

Contractor shall procure and maintain for the duration of the contract 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.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- i. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00 01 or equivalent).
- ii. Insurance Service Office form number CA 00 01 (Ed. 01/87 or equivalent) covering Automobile Liability, Code 1 "any auto" with endorsement CA 00 29 (auto contractual).

- iii. Worker's Compensation insurance as required by the State of California and Employers Liability Insurance.

b. Minimum Limits of Insurance

Contractor shall maintain limits of no less than:

- i. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If the policy has an annual aggregate limit, the limit of the annual aggregate must be at least twice the required occurrence limit.
- ii. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
- iii. Employers' Liability: \$1,000,000 per accident for bodily injury or disease. All work performed on, in, or under a body of water and governed by the U.S. Longshoremen's and Harbor Workers Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. Contractor is responsible for determining if there is an exposure to such an injury and agrees to indemnify County of Marin for all claims arising out of such an injury.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County of Marin. At the option of the County of Marin, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County of Marin or the Contractor shall provide a financial guarantee satisfactory to the County of Marin guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

- i. The County of Marin, its officials, employees and volunteers are to be covered as additional insureds 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. This Additional Insured requirement can be provided in the form of an endorsement to the Contractor's insurance (using either the County of Marin's prepared form or using ISO form CG 20 10 11 85 or equivalent).

- ii. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the County of Marin, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the County of Marin shall be excess of the Contractor's insurance and shall not contribute with it.

The workers' compensation policy is to contain or be endorsed to contain the following provision.

- iii. The workers' compensation policy shall contain a waiver of subrogation in favor of the County.
- iv. Contractor shall advise County in writing if any insurance coverage or policy is suspended, voided, canceled by either party, or reduced in coverage or in limits.

e. Rights of Entry

If applicable, all private property owners granting "Rights of Entry" for construction of the work shall be covered as insureds under the same coverage as provided the County as respects their ownership of the property and the work to be done thereon.

f. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Carriers not licensed in the State of California should have a current A.M. Best's rating of no less than A:X.

g. Verification of Coverage

Contractor shall furnish the County of Marin with proof of insurance and amendatory endorsements effecting coverage required by this clause on an ACORD 25 (2009/09 or later date) or a form acceptable to County. The endorsements must conform to the requirements set forth in section K, "Indemnity and Insurance Requirements" of these general Provisions. All certificates and endorsements are to be received and approved by the County of Marin **before work commences**. The County of Marin reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

h. Subcontractors

Contractor shall require all its subcontractors name Contractor and County of Marin as additional insureds under its general liability policy and Contractor shall require all its subcontractors to furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein with not less than the minimum limits as required by the California Department of

Consumer Affairs, Contractors State License Board. Contractor shall be responsible for collecting and verifying the evidence of insurance from its subcontractors.

L. FORCE ACCOUNT AND EQUIPMENT RENTAL

See Section 9-1.04 “Force Account,” of the Standard Specifications.

M. SANITARY FACILITIES & STORM WATER POLLUTION PREVENTION

The Contractor shall provide all necessary sanitary disposal (toilet) accommodations for the use of all workmen on the job site and shall maintain the same in a clean and sanitary condition.

The intent of these provisions is to enforce federal, state, and other local agencies regulations designed to eliminate storm water pollution. Storm drains discharge directly to creeks and the Bay without treatment. Storm water pollution due to construction operations shall be controlled by keeping pollution out of storm drain systems, reducing the exposure and discharge of materials and wastes to storm water, and by reducing erosion and sedimentation.

In this section, the term “storm drain system” shall refer to any storm water conduits, storm drain inlets and other storm drain structures, street gutters, channels, watercourses, creeks, lakes and the San Francisco Bay.

1. **Material Storage.** The Contractor shall comply with the following practices for materials storage:

The Contractor shall propose designated areas of the project site, for approval by the Engineer, suitable for material delivery, storage, and waste collection that, to the maximum extent practicable, are near construction entrances and at least 10' away from catch basins, gutters, drainage courses, and creeks.

During wet weather or when rain is forecast within 72 hours, the Contractor shall store materials that can contaminate rainwater or be transported by storm water or other runoff to the storm drain system inside a building or cover them with a tarp or other waterproof material secured in a manner that would prevent any of the materials from contacting the rainwater.

The storage and disposal of all hazardous materials such as paints, thinners, solvents, and fuels; and all hazardous wastes such as waste oil, must meet all federal, state, and local standards and requirements.

2. **Street Sweeping.** At the end of each working day or as directed by the Engineer, the Contractor shall clean and sweep roadways and on-site paved areas of all materials attributed to or invoiced in the work. The Contractor shall not use water to flush down streets in place of street sweeping.

3. **Hazardous/Waste Management.** The storage and disposal of all hazardous materials, such as pesticides, paints, thinners, solvents, and fuels; and all hazardous wastes, such as waste oil and antifreeze; shall comply with all federal, state, and local standards and requirements. When rain is forecast within 72 hours or during wet weather, the Engineer may prevent the Contractor from applying chemicals in the outside areas.
4. **Spill Prevention and Control.** The Contractor shall take any and all precautions to prevent accidental spills during the work under this contract. The Contractor shall keep a stockpile of spill cleanup materials such as rags or absorbents, readily accessible on-site. In the event of a spill, the Contractor shall immediately contain and prevent leaks and spills from entering the storm drain system, and properly clean up and dispose of the waste and clean up materials. If the waste is hazardous, the Contractor shall comply with all federal, state and local hazardous waste requirements.

The Contractor shall not wash any spilled material into the streets, gutters, storm drains, or creeks.

5. **De-watering Operations.** All groundwater removed from the trench must be de-silted prior to discharging it into the storm drain system through filtering materials methods meeting the Association of Bay Area Governments (ABAG) Standards For Erosion & Sediment Control Measures and/or through methods and procedures described in the California Storm Water Best Management Practice Handbook – Construction Activity (latest edition).

The Contractor shall reuse the water for other needs, such as dust control and irrigation, to the maximum extent practicable. The rinse water shall be permitted to infiltrate in dirt area or shall be discharged to the sanitary sewer.

6. **Pavement Saw-cutting Operations.** The Contractor shall prevent any saw-cutting debris from entering the storm drain system. The Contractor, preferably, shall use dry cutting techniques and sweep up residue. If wet methods are used, the Contractor shall vacuum slurry as cutting proceeds or collect all waste water by constructing a sandbag sediment barrier. The bermed area shall be of adequate size to collect all waste water and solids. The Contractor shall allow collected water to evaporate if the waste water volume is minimal and if maintaining the ponding area does not interfere with public use of the street area or create a safety hazard. If approved by the Engineer, the Contractor may direct or pump saw-cutting waste water to a dirt area and allow to infiltrate. The dirt area shall be adequate to contain all the waste water. After waste water has infiltrated, all remaining saw-cutting residue must be removed and disposed of properly. With the approval of the Engineer, de-silted water may be pumped to the sanitary sewer to assist in the evaporation or infiltration process. Remaining silt and debris from the ponding or bermed area shall be removed or vacuumed and disposed of properly. If a suitable dirt area is not available or discharge to the sanitary sewer is

not feasible, with the approval of the Engineer, the Contractor shall filter the saw-cutting waste water through filtering materials and methods meeting ABAG Standards for Erosion and Sedimentation Control Measures (latest edition) before discharging to the storm drain.

7. **Pavement Operations.** The Contractor shall prevent the discharge of pollutants from paving operations by using measures to prevent run-on and runoff pollution, properly disposing of wastes, and by implementing the following practices:

No paving during wet weather.

Proper Material Storage (refer to previous section one).

Cover inlets and manholes when applying asphalt, seal coat, tack coat, slurry seal, or fog seal.

Place drip pans or absorbent materials under paving equipment when not in use. During wet weather, store contaminated paving equipment indoors or cover with tarp or other waterproof covering.

If paving involves Portland cement concrete, refer to (next section).

8. **Concrete Operations.** The Contractor shall prevent the discharge of pollutants from concrete operations by properly disposing of waste, and by implementing the following practices:

Store all materials in waterproof containers or under cover away from drain inlets or drainage areas.

Avoid mixing excess amounts of Portland cement material .

Do not wash out concrete trucks into storm drains, open ditches, streets, streams, etc. Whenever possible, perform washout of concrete trucks off site where discharge is controlled and not permitted to discharge into the storm drain system. For on site washout, locate washout area at least 50 feet from storm drains, open ditches or other water bodies, preferably in a dirt area. Control runoff from the area by constructing a temporary pit or bermed area large enough for the liquid and solid waste.

Wash out concrete wastes into the temporary pit where the concrete can set, be broken up and then disposed of properly. If the volume of water is greater than what will allow concrete to set, allow the water to infiltrate and/or evaporate, if possible. Otherwise, allow water to settle, filter it and then pump to the sanitary sewer with approval of the Engineer. Remove or vacuum the remaining silt and debris from the pond or bermed area and dispose of it properly.

Dispose of water from washing of exposed aggregate to dirt area. The dirt area shall be adequate to contain all the waste water and once the waste water has infiltrated, any remaining residue must be removed. If a suitable dirt area is not available, then the Contractor shall filter the wash water through straw bales or other filtering materials meeting ABAG Standards for Erosion and Sediment Control Measures before discharging to the sanitary sewer with approval from the Engineer.

Collect and return sweepings from exposed aggregate concrete to a stockpile or dispose of the waste in trash containers.

9. **Grading and Excavation Operations.** The Contractor shall implement sedimentation and erosion control measures to prevent sediments or excavated material from entering the storm drain system.

The erosion and sedimentation control materials and methods shall be in accordance with ABAG Standards for Erosion and Sediment Control Measures and/or the procedures and methods described in the California Storm Water Best Management Practice Handbook – Construction Activity (latest edition).

10. **Vehicle/Equipment Cleaning.** The Contractor shall not perform vehicle or equipment cleaning on site or in the street using soaps, solvents, degreasers, steam cleaning equipment, or equivalent methods. The Contractor shall perform vehicle or equipment cleaning, with water only, in a designated, bermed area that will not allow rinse water to run off-site or into the storm drain system.

The Contractor shall dispose of wash water from the cleaning of water base paint equipment and tools to the sanitary sewer.

If using oil based paint, to the maximum extent practicable, the Contractor shall filter the paint thinner and solvents for reuse and dispose of the waste thinner and solvent, and sludge from cleaning of equipment and tools as hazardous waste.

11. **Vehicle/Equipment Maintenance and Fueling.** The Contractor shall perform maintenance and fueling of vehicles or equipment in a designated, bermed area or over a drip pan that will not allow run-on of storm water or runoff of spills. The Contractor shall use secondary containment, such as a drip pan, to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed, or poured. The Contractor shall clean up leaks and spills of vehicle or equipment fluids immediately and dispose of the waste and cleanup materials as hazardous waste.

The Contractor shall inspect vehicles and equipment arriving on-site for leaking fluids and shall promptly repair leaking vehicles and equipment. Drip pans shall be used to catch leaks until repairs are made. The Contractor shall recycle waste oil and antifreeze, to the maximum extent practicable. The Contractor shall comply with Federal, State and other local agencies for aboveground storage tanks.

12. **Contractor Training and Awareness.** The contractor shall train employees/subcontractors on the water pollution prevention requirements contained in these provisions. The Contractor shall inform all subcontractors of the water pollution prevention contract requirements and include appropriate subcontract provisions to ensure that these requirements are met.

The Contractor shall paint new catch basins, constructed as part of the project, with "No Dumping Drains To The Bay".

The Contractor shall conform to the requirements of Chapter 9.30 of the Municipal Code which regulates urban run-off pollution.

Full compensation for conforming to the provisions herein specified shall be considered as included in the prices paid for the contract items or work involved in compliance with said provisions and no additional compensation will be allowed therefore unless specified as part of a contract item for implementation of a Storm Water Pollution Prevention Plan (SWPPP).

N. FINAL CLEANUP

Final cleanup shall conform to the requirements of Section 4-1.13 "Cleanup," of the Standard Specifications and full compensation therefor will be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefor.

O. FINAL INSPECTION

When the work covered by the project is substantially completed the Contractor shall notify the Engineer, in writing, that the work will be ready for final inspection on a definite date which shall be stated in such notice. The notice shall be given at least five (5) days prior to the stated date for final inspection. If the Engineer determines that the status of the work is as represented he will make the arrangements necessary to have final inspection commenced on the date stated in such notice, or as soon thereafter as is practicable.

P. AUTHORITY OF ENGINEER AND CONDUCT OF WORK

Attention is directed to the provisions in Section 5, "Control of Work," of the Standard Specifications and these Special Provisions.

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications and the general provisions, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to them as part of the contract, so far as may be consistent with the original specifications; and in the event of any doubt of questions arising regarding the true meaning of the specifications, reference shall be made to the Engineer, whose decision shall be final.

he Contractor shall notify the Engineer two (2) working days in advance when construction stakes are required.

Any undue destruction of stakes by the Contractor shall constitute cause to hold the Contractor liable for the cost of re-staking, said cost to be deducted from any monies due the Contractor.

The Contractor shall be entirely responsible for any damage to roads, driveways, or property due to hauling, excavating, or other causes attributable to the work, and all such damaged portions shall be repaired when directed and as required to place them in as good a condition as existed before commencement of the work.

Q. EXCAVATION AND SHORING

Attention is directed to Section 6705 of the California Labor Code concerning shoring. If said Section is found applicable to this project by County, the clause which follows shall be a part of the contract.

Contractor shall submit in advance of any excavation five feet or greater in depth, 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 excavation. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer. No excavation shall begin prior to acceptance by the County Engineer of said plan.

R. OVERTIME, WEEKEND WORK, AND LEGAL HOLIDAYS

County inspection personnel will be available as required during normal working hours as noted on the schedule. In the event that Contractor wishes to schedule overtime work after 5:00 P.M. or before 8:00 A.M. or County holidays, he shall make arrangements with the Engineer at least forty-eight (48) hours in advance of such overtime work. In the event that the Engineer is unable to schedule the necessary personnel the Contractor's request may be denied and no work shall be performed outside of normal working hours unless the work is of an emergency nature.

County holidays include:

County offices are closed on January 1 (New Year's Day), the third Monday in January (Dr. Martin Luther King, Jr.'s birthday observance), the third Monday in February (Presidents Day), the last Monday in May (Memorial Day), July 4 (Independence Day), the first Monday in September (Labor Day), November 11 (Veterans Day), the fourth Thursday in November (Thanksgiving Day), the day following Thanksgiving Day, December 24 starting at noon, December 25 (Christmas Day), December 31 starting at noon, the Friday preceding a Saturday holiday, the Monday following a Sunday holiday and every day declared by the President or the Governor to be a legal holiday.

S. PROTECTION OF UNDERGROUND FACILITIES

See in Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications.

T. SOUND CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

The noise level from the Contractor's operations, between the hours of 9:00 P.M. and 6:00 A.M., shall not exceed 86 decibels at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

U. CONSTRUCTION MATERIALS AND TESTING

Attention is directed to Section 6 of the Standard Specifications. The Contractor shall furnish all materials required for this project.

All materials incorporated in the project shall meet the requirements of the tests specified in the Standard Specifications and other minimum requirements specified therein or in these specifications.

The Contractor, shall at no additional expense to the County, furnish certificates of inspection or laboratory reports from a reputable testing or inspection agency as to compliance with the specifications and the composition, durability and performance of the following material:

None

Test reports on any material must be submitted and approved by the Engineer before incorporating that material in the work. All materials shall be adequately identified by tags or by other means as that material which has been tested and approved. Lack of proper

identification shall be considered adequate cause of rejection of any material which cannot be properly inspected on the job.

The County reserves the right to make such additional inspection or test as it may require prior to acceptance of any material and also reserves the right to reject any material previously approved because of serious defects or damage discovered subsequent to such approval. Any materials rejected by the County shall immediately be removed from the job site, and no payment will be allowed.

V. PUBLIC CONTRACTS CODE 7104: EXCAVATIONS DEEPER THAN FOUR FEET

7104. Contracts for digging trenches or excavations; notice on discovery of hazardous waste or other unusual conditions; investigations; change orders; effect on contract.

Any public contract of a local entity which involves digging trenches or other excavations that extend deeper than four feet below the surface shall contain a clause which provides the following:

- (a) That the Contractor shall promptly, and before the following conditions are disturbed, notify public entity, in writing, of any:
 - i. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - ii. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
 - iii. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (b) That the local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
- (c) That, in the event that a dispute arises between the local public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any

scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.”

W. ARCHAEOLOGICAL DISCOVERIES

All articles of archaeological interest which may be uncovered by the Contractor during the progress of the work shall be reported immediately to the Engineer. The further operations of the Contractor with respect to the find will be decided under the direction of the Engineer.

X. REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In accordance with Section 25914.1 of the Health and Safety Code, all such removal of asbestos or hazardous substances including any exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 9-1.04, "Force Account," of the Standard Specifications.

Y. INTEGRATED PEST MANAGEMENT (IPM)

A. Integrated Pest Management

The Contractor shall be required to strictly adhere to the guidelines established in the County of Marin’s IPM Ordinance and Policy, approved by the Board of Supervisors on July 21, 2009. All pesticide applications, regardless of material used, must be approved by the IPM Coordinator prior to use at any facility covered by the contract. Material for weed eradication and pest control shall be only those listed in the County of Marin’s approved list and categories III and IV herbicides, non-corrosive, non-staining, and shall not leave a flammable residue. Pesticides shall be Environmental Protection Agency and California Department of Agriculture approved and used in strict accordance with manufacturer’s label, recommendations, Federal, State, and local laws. All requests for application must be submitted to the Engineer four calendar days prior to posting. Requests must include a map of the area, material

requested to be used and dates of application requested. All applications must be approved by the Engineer in writing and applicators must have a signed Pest Control Recommendation before application. All information regarding approved applications will be posted to the County of Marin IPM website. Four (4) days prior to any pesticide application, any area to receive a pesticide application shall be posted to notify the public except those areas specifically noted in the Ordinance. Chemical application must use least toxic methods and be used as the last resort and only with written approval. Failure to comply with the Marin County IPM Ordinance & Policy may result in fines of up to \$200.00 per incident and/or contract termination. The IPM policy and Ordinance is available at the following website:
<http://www.marincounty.org/depts/ag/ipm>

B. List of Materials

Within thirty (30) days after award, the successful bidder shall furnish to the Engineer for approval a list of fertilizers, herbicides, insecticides, and other chemicals he proposes to use at each work site. He shall also furnish a sample label and a MSDS for each product. Contractor shall use only County approved materials.

C. Records

Contractor is required to maintain records of pest control activities. Contractor shall submit reports on a monthly basis to the Engineer if fertilizers, herbicides, insecticides, and other chemicals were used at the work site. Reports are to include the date, name of the pest, the site/location the work was done, name of technician performing the work and corrective action taken. If a pesticide was used, the product name, the amount applied and the area treated must also be reported.

SECTION 10. SPECIAL PROVISIONS

10.01 GENERAL

A. SCOPE OF WORK

The work consists of mechanical dredging of sediment from the northern and southern portions of Paradise Cay in Tiburon, CA. and disposing of the sediment at the U.S. Army Corps of Engineers' San Francisco Disposal Site No. 11 (Alcatraz). It is the intention to dredge dock face to dock face within Paradise Cay. The work shall include furnishing all labor, materials, equipment and services, and performing all operations in connection with the dredging and disposal of the dredged material as indicated on the contract drawings, applicable permitting requirements, and/or specified herein.

B. PERMITS AND AUTHORIZATIONS

1. Permits

This project is within the jurisdiction of various regulatory agencies. These agencies and their respective permits that authorize the work are as follows:

<u>Agency</u>	<u>Permit No./Dredging Lease No.</u>	<u>Expiration Date</u>
U. S. Army Corps of Engineers	390201N	June 30, 2016
San Francisco Bay Conservation and Development Commission	M94-68, Amendment No. 8	December 31, 2016
California Regional Water Quality Control Board	TBD	N/A
California State Lands Commission	WP 7822.9	August 7, 2015

The Contractor shall comply with all project permit requirements and special conditions as listed in the environmental permits issued for this project, and these permits shall be included as part of these Specifications.

Copies of these permits are included in the Appendix of these Special Provisions, and must be kept by the Contractor and be present onsite at all times during construction.

It is the Contractor's responsibility to be aware of and abide by all of the provisions

in these permits that are applicable to this dredging episode. Dredging operations shall cease immediately whenever violation of requirements are detected. Operation shall not resume until methods of compliance have been approved.

The Contractor shall be aware that the herring season begins on December 1, 2014, and therefore dredging shall be completed by November 30, 2014.

2. Authorizations to Begin Work

The Contractor shall submit to the Army Corps of Engineers' (with a copy to the County Engineer) a dredging operation plan (DOP) for approval. As part of the DOP, the Contractor shall also submit a pre-dredge survey that the County will provide. The pre-dredge soundings will be made no more than 60 days before or less than 20 days before site dredging within each area dredged. The County will authorize commencement of work only after these items have been submitted and approved by the Corps of Engineers. See letter by the Department of the Army included in the Appendix of these Specifications.

C. CHARACTER OF MATERIAL

The material to be excavated in Paradise Cay, Trinidad Drive (Channel A & Channel D), Jamaica Street (Channel B & Channel E), Saint Lucia Place (Channel C), the North & South Channels, and the southern Entrance Channel, is composed of the sediment that has accrued since these channels were last dredged in 2009 & 2010. Note that the northern Entrance Channel will not be dredged under the 2014 dredge episode. The Contractor shall examine the work site and make his own determination regarding the character of the material to be removed.

D. DISPOSAL SITE

The Contractor shall utilize the U.S. Army Corps of Engineers' San Francisco disposal Site No. 11 (Alcatraz) for the disposal of all dredged sediments. The Contractor shall follow all procedures and conditions of use per the permit conditions as listed in the Army Corps permit included in the Appendix of these Specifications.

E. ORDER OF WORK AND PROGRESS SCHEDULE: DREDGE OPERATIONS PLAN (DOP)

See Section 5-1.23B "Action Submittals", of the Standard Specifications and the following Special Provisions concerning order of work. The Contractor shall allow five (5) working days for review and approval of each of the following by the County Engineer.

1. The Contractor shall submit a progress schedule in accordance with Section 8-1.02 of the Standard Specifications and in a form acceptable to the County Engineer.

The schedule shall clearly disclose the contractor's proposed procedure and methods of operation.

2. The Contractor shall be required to submit to the County Engineer and the Corps of Engineers a Dredging Operations Plan (DOP) detailing:
 - a. The Contractor's business name, telephone number and the dredging site representatives.
 - b. The dredging equipment description, specifications, U.S. Coast Guard seaworthiness documents for scow and tugs.
 - c. U.S. Coast Guard approval of dredge scow mooring location, protection, and identification if dredge equipment is proposed to be moored outside the Paradise Cay Channels.
 - d. Notification to Mariners 10 days prior to commencement of dredging and written approval from the Coast Guard of mooring ball locations.
 - e. The method of dredging position control, indicating how vertical and horizontal position control will be maintained within three inches (3").
 - f. The method of determining the electronic position of the dredge and dump scow during the entire dredging and disposal operation.
 - g. Summary of proposed dredging procedures and site clean-up plan.
 - h. A plan drawing showing the disposal site limit.
 - i. A silt curtain to protect eel grass beds, deployed perpendicularly from the southern jetty, 500 lineal feet from a point on the jetty no more than 150 feet from the jetty terminus as referenced in the BCDC Episode Approval.
 - j. Timetable and sequencing for privately owned boats to be relocated. Contractor shall limit homeowners' boat relocation inconvenience to 5 days maximum.
 - k. Method of meeting Corps of Engineers and other regulatory agency requirements at the disposal site.
 - l. Method of refueling of floating plant equipment, boats, spill prevention, containment and clean-up plan.
 - m. Contractor shall include USACOE, BCDC and RWQCB permit numbers and project name on all Episode documentation: Paradise Cay – CSA 29 Maintenance Dredging– Episode 3.

Contractor shall be responsible to inform the County Engineer and the Corps of Engineers of all proposed changes to the Dredging Operations Plan (DOP).

3. For disposal of dredge material at Corps of Engineers' aquatic disposal site SF-11 (Alcatraz) the Contractor shall maintain a Disposal Site Verification Log and Electronic Positioning Data Record for weekly submittal to the County Engineer and the Corps of Engineers.
4. Contractor shall be required to submit a Solid Debris and Chemical Waste Management Plan stating the disposal plan for solid waste, chemical waste and dredging spoils to the County Engineer and the Corps of Engineers for approval prior to the start of his operations.
5. Contractor's Quality Control Plan for dredging operations and disposal.

No work may begin under the contract until the progress schedule has been approved by the County Engineer, and the dredging operation plan (DOP) has been approved as specified in these Specifications. Time required for review and approval of this item shall not constitute a basis for time extension.

Contractor shall inform the County Engineer seven (7) calendar days in advance of performing dredging in individual channels.

F. WORKING HOURS

Contractor's working hours for engine-powered equipment used in dredging operations are 8 am to 5 pm, Monday through Friday, or as directed by the County Engineer. Contractor may mobilize vessels, perform grade checking and other non-engine use activities starting no earlier than 7 am. Contractor's working days for dredging and disposal of dredged material shall be between June 1 and November 30, 2014. Contractor may work overtime and/or weekends/holidays with permission from the County. Penalties for working before 7:00 AM or after 7:00 PM on any day, without expressed written consent by the County inspection personnel, shall be assessed against the contractor at \$500.00 per day.

G. INTERFERENCE WITH NAVIGATION

The Contractor will be allowed to temporarily obstruct navigation access through the work area as necessary to accommodate his operations; however, vessels shall be allowed to pass with no more than a sixty (60) minute delay.

H. CLEANUP

To assist with cleanup, the Contractor shall be required to hose down all dock surfaces with

water prior to adjacent dredging activities, and avoid mud splat staining. The Contractor shall remove all mud, seaweed, trash, or other debris caused by his operation, from floats, docks, or other areas above the high tide by washing with water or other approved method. Attention is directed to Section 4-1.13 of the Standard Specifications. The project area shall be left in a neat and clean condition as approved by the County Engineer upon completion of the project.

I. TRANSPORT OF MATERIALS

Any vehicles used in the transport of materials to and from the San Rafael Rock Quarry (SRRQ) for the performance of work on this contract shall be tarped. This shall include the tarping of empty vehicles on the way to pick up materials from SRRQ, as well as, the tarping of loaded vehicles delivering materials from SRRQ to the area of work. Tarps shall be held in place securely so as to minimize "flapping".

PAYMENT

Full compensation for complying with the above provisions of Section 10.1, General, shall be considered as included in the contract price for the various bid items and no separate payments will be made.

10.02 CONDUCT OF WORK

A. EQUIPMENT

The equipment shall be of a size sufficient to meet the requirements of the work and shall be kept in efficient working condition at all times.

The Contractor must use mechanical dredging methods to excavate the channel.

The Contractor shall situate all equipment and barges such that they do not pose a navigational hazard. At the end of each working day, the Contractor shall position the equipment and barges such that interference with channel traffic will be minimized. Any of the aforementioned which are in the water shall be clearly marked so that they are visible 24 hours a day and in compliance with any Coast Guard requirements. All equipment shall have sufficient lighting to allow for navigation by channel berth.

Contractor's dredging equipment, used for this dredging work, shall have adequate capacity for removal of material to complete the specified work within the available number of contract working days that occur within the permitted regulatory dredging window.

B. SILT CURTAIN DEPLOYMENT

In order to protect eel grass beds located to the south of the south jetty, a silt curtain shall be deployed. The silt curtain shall tie into the south face of the southern jetty no more than 150 feet west of the jetty terminus. It shall extend southward perpendicular to the jetty 500 feet, and should be secured in place with bottom anchors. The silt curtain shall be comprised of material sturdy enough to prevent suspended sediments from passing through the curtain under any environmental conditions in which dredging will be performed. Contractor shall supply manufacturer's specifications as part of the Dredge Operation Plan (DOP) for approval by the regulatory agencies and as a requirement of the Episode Approval.

C. SIGNAL LIGHTS

Signal lights shall be installed and maintained at locations where any equipment may pose a hazard to night-time navigation of the waterway(s).

D. TIDE GAUGES

The Contractor shall set tide gauges at various locations along the channel so that a tide gauge is visible at all times to the equipment operator.

E. STAKING

The County Engineer shall approve the staking or layout for dredging prior to the beginning of dredging.

F. TOLERANCE (QUALITY ASSURANCE)

The final dredged bottom width of the canals and channels shall not deviate from the width shown on the plans by more than one (1) foot. The bottom elevation shall be no higher than the elevation indicated on the plans. Vertical Cuts shall be made along dock faces within the interior channels, and gradual transitions shall be created as shown on the plans to the two-to-one side slopes required where no docks are present. Side slopes shall be no steeper than the values indicated on the typical cross sections.

If the post-dredge survey reveals any dredging outside of these tolerances, the Contractor shall do all necessary work to bring the canal and/or channel into compliance at the Contractor's expense.

Contractor shall be aware that there are some areas of existing bed rock within the northern end of channel D that may prohibit achieving the design elevations in these areas.

G. PROTECTION OF EXISTING STRUCTURES

Reasonable and proper care in the execution of the work shall be used to assure that

existing structures lying within or adjacent to the work area are not damaged by the Contractor's operations including the moving or mooring of equipment. The Contractor shall be responsible for correcting any and all damage resulting from operations caused by variation in location and/or depth or dredging from that indicated or permitted under the contract.

In the confined areas at the end of the channels where docks are near to shore, the Contractor is to achieve maximum reasonable dredge depths without causing damage to existing slopes and/or property improvements. Contractor is responsible for any damages to shoreline landscape and improvements caused by dredging activities.

Cease operations immediately if adjacent piers, aprons, wharfs or structures appear to be in danger. Notify the County Engineer. Do not resume operations until directed to do so. Notify the County Engineer of any unforeseen conditions.

To the County Engineer's satisfaction, repair all damage caused by the dredging operations to restore the site to its previous condition at no cost to the County or Property Owner. If not repaired to the County Engineer's satisfaction, County will estimate cost of repairs and deduct from Contractor's payment.

H. OBSTRUCTIONS

Contractor shall notify property owners seven (7) calendar days prior to commencement of dredge operations and the need to relocate boats from their docks. Contractor shall limit homeowners' boat relocation inconvenience to 5 days maximum.

The designated representatives of the County Service Area No. 29 are:

North	Pat Lopez	South Cay:	Eric Lyons
	204 Trinidad Drive		140 Jamaica
	(415) 435-3650		(415) 789-0521

Temporary relocation of vessels, which encroach into the dredging limits will be accomplished by the individual vessel owners at their expense and shall be coordinated by the Contractor through the assistance of the designated representative of County Service Area No 29. The cost for disassembling, moving, and reassembling docks to complete dredging operations is the responsibility of the Contractor and no additional compensation will be allowed.

I. ARTIFICIAL OBSTRUCTIONS

The County has no knowledge regarding the presence of utility crossings, wrecks, wreckage, cables, piers, other artificial obstructions or materials of such size or type which might necessitate the need for special equipment and/or unique operations.

J. MISPLACED MATERIAL

If the Contractor, during the progress of the work, should lose, dump, throw overboard, sink, or misplace any material, equipment, machinery, or appliance, the Contractor shall recover and remove such with the utmost dispatch. The Contractor shall also give immediate notice, with description and location of such obstructions to the County Engineer and marina staff, and when required shall mark or buoy such obstruction until it is removed. Should the Contractor delay, neglect, or refuse compliance with this requirement, such obstruction may be marked and/or removed by other forces, and the cost of such marking and or/removal will be deducted from monies due or to become due the Contractor or may be recovered through the Contractor's bond. The liability of the Contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Section 15, 19, and 20 of the River and Harbor Act of March 3, 1899.

K. DISPOSAL OF DREDGED MATERIAL

The Contractor shall dispose of dredge spoils in accordance with the requirements of the Army Corps of Engineers' permit, included in the Appendix of these Specifications.

L. WATER POLLUTION CONTROL

The Contractor shall not pollute the waters of the harbor, beaches, or the bay with fuels, oils or any other materials, which would have an adverse effect on aquatic life or its habitat or degrade water quality to the detriment of any protected beneficial use. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State and County regulations concerning pollution of the harbor, beaches or the bay. All work under this contract shall be performed in such a manner that objectionable conditions will not be created in the project or adjacent areas. If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area.

M. REMOVAL OF EQUIPMENT

Upon completion and acceptance of the work, the Contractor shall promptly remove all equipment including, but not limited to buoys, piles, silt curtain, and any other markers placed during the course of work in navigable waters or onshore.

N. INSPECTION

The County Engineer shall examine the Contractor's record of work performed, check dredged depths, tide gauges, and stakes, as well as the spoils disposal operation. The Contractor shall provide transportation to and from the dredging operations and equipment for County and other regulatory agencies' representatives as required.

The presence of the County Engineer shall not relieve the Contractor of any responsibility for the proper execution of the work.

PAYMENT

Full compensation for complying with the provisions of Section 10.2, Conduct of Work, shall be considered as included in the contract price for the various bid items, and no separate payment will be made.

10.03 MOBILIZATION AND DEMOBILIZATION

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; including field office and operations which must be performed or costs incurred prior to beginning work on the various contract items.

Demobilization shall consist of removing all personnel, equipment, silt curtain, field office, supplies and other incidentals from the project site upon completion of the work.

PAYMENT

Full compensation for mobilization and demobilization shall be considered as included in the contract price for the various bid items, and no separate payment will be made.

10.04 DREDGING

Dredging shall consist of excavating (by mechanical dredging methods) the designed channels as shown on the Plans and specified herein, transporting the dredged material to the designated disposal area, utilizing the disposal area to dispose of dredged material, and any other work as necessary to complete the project.

- A. All materials dredged shall become property of the Contractor, and shall be removed from the job site and disposed of in a legal manner by the Contractor. During the dredging, a steel grid "grizzly" with twelve-inch square maximum openings shall be placed over the hopper of the dump scow for material processing. All dredged material shall be dropped onto the grid. Details of the "grizzly" are subject to Corps of Engineers approval. Solid debris, man-made objects and dredge material remaining on the grid shall be removed for subsequent off-loading to an upland disposal site by the Contractor at no additional cost to the County. Shore stabilization materials such as rip/rap should be avoided to the greatest extent feasible. Where rip/rap materials are picked up inside the dredge equipment and caught by the grizzlies every attempt to return such rip/rap to the shoreline where it originated will be made by the Contractor.
- B. Dredging shall be conducted in such a way that the channel bottom within the specified dredge boundary is relatively uniform and formed to the required line and grade with stable side slopes as shown on the plans. The Contractor shall take all reasonable

precautions and measures necessary to minimize turbidity and disturbances to the environment and comply with any turbidity requirements set forth by the permitting agencies as included in the dredging price.

- C. Depth of dredge shall be based on Mean Lower Low Water (MLLW).
1. The interior channels shall be dredged to a channel depth of minus 7.0 feet MLLW (-7.0' MLLW) as indicated on the plans. The southern entrance channel shall be dredged to a channel depth of -8.0' MLLW as indicated on the plans. The maximum over dredge depth allowed shall be 1 foot (-8.0' MLLW for the interior channels, and -9.0' MLLW for the southern entrance channel). Payment is included for ½ of the 1 foot over dredge depth (material removed to -7.5' MLLW for the interior channels, and -8.5' MLLW for the southern entrance channel). These ½ foot quantities have already been included in the Cubic Yardage quantities of the Engineer's Estimate.
 2. Contractor shall dredge to the elevations shown on the plans, and shall remove all sloughed materials that fall into the finished dredged areas.
 3. Any over dredging in excess of -1' below design elevations as specified above, will result in a deduction from the Contractor's Final Payment.
 4. The Contractor is responsible for all re-dredging as required to remediate any under dredging, as stated in Section 10.02 F above, at no additional cost to the County.
- D. If the Contractor discovers underwater obstructions, the Contractor shall immediately give the County Engineer written notification of the existence of such obstruction. Where the County Engineer determines that the removal of the obstruction is essential to accommodate the project improvement, the Contractor shall remove the obstruction. Payment for removing underwater obstructions not shown on the plans shall be made by extra work as provided for in Section 4-1.05, "Changes and Extra Work" of the Standard Specifications.
- E. Provide state-of-the-art mufflers, silencers and noise control features for all equipment in compliance with Air Quality Control Board regulations and County noise ordinances.
- F. Contractor shall record and maintain Electronic Positioning Data Records. These records are to be submitted weekly to the County Engineer and the Corps of Engineers.
- G. No material shall be permitted to overflow or spill from the barge, bins or scow during transportation from the dredging site to the disposal site. Contractor shall maintain strict overflow control in accordance with Regional Water Quality Control Board requirements.
- H. Once channel work has been started, work in that same channel shall be completed

before work may begin in a different channel unless approved otherwise by the County Engineer.

MEASUREMENT

A condition survey of the channels and waterways was conducted on August 15, 2013. The pay quantity for dredging is measured by the cubic yard and has been estimated by computing the volume between the original grade (as surveyed on August 15, 2013) and the design dredge limit elevation (as shown on the typical cross sections in the Contract Plans) using the average end area method. This is a final pay quantity and also includes ½ foot of over dredge below the design elevations.

Any material from areas dredged deeper than the allowable 1-foot overdredge limit will be deducted from the total dredge quantity, as will those dredge quantities from outside the designated dredge area.

A post-dredge survey is required to be submitted to the County by the Contractor before retention will be released. A post-dredge survey by a licensed land surveyor shall be performed using Class 1 hydrographic survey methods and accuracies outlined in the Corps of Engineers' HYDROGRAPHIC SURVEYING MANUAL (EM 1110-2-1003, October 1994). The post-dredge survey will be submitted in a format acceptable to the County of Marin and approved by a licensed surveyor to assure that the Contractor has achieved the design section within the tolerances stated in Section 10.02 F of these Special Provisions. If additional dredging is required after the post-dredge survey has been performed due to deficient dredging then the post-dredge survey must be updated to include this additional dredging. Post-dredge soundings shall be taken no more than 14 days after completion of dredging at the site.

The condition survey was performed by:

Sea Engineering, Inc.
200 Washington Street, Suite 210
Santa Cruz, CA 95060

PAYMENT

The price per cubic yard for dredging shall be for the quantity stated in the Engineer's estimate, and no additional payment will be made unless the dimensions as shown on the Plans are changed by the County Engineer. The cost of the post-dredge survey and any required subsequent update to the post-dredge survey shall be included in the price per cubic yard for dredging and no separate payment will be made. This final pay quantity for dredging shall include furnishing all labor, materials equipment, and surveying necessary to complete the work as shown on the Plans and specified herein.

**CONTRACT SECTION INCLUDED
FOR INFORMATION ONLY
AND IS NOT TO BE COMPLETED
WITH THE BID**

AGREEMENT

THIS AGREEMENT, made this ____ day of _____ 2014, by and between the **COUNTY OF MARIN**, a political subdivision of the State of California, hereinafter called "Owner" and _____, hereinafter called "Contractor."

WITNESSETH:

That the Owner and the Contractor for the considerations stated herein, agree as follows:

ARTICLE I Scope of Work

The Contractor shall perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, equipment, and services required to complete all the work, in accordance with requirements contained in the contract documents therefor entitled, "PARADISE CAY 2014 MAINTENANCE DREDGING" IN MARIN COUNTY, CALIFORNIA," Project No. CSA 29-03. Said work to be performed in strict compliance with said plans, specifications and contract documents, which are hereinafter enumerated. It is agreed that said labor, materials, tools, equipment and services shall be furnished and said work performed and completed under the direction and supervision and subject to the approval of the Owner or its authorized representatives.

ARTICLE II

Contract Price

Owner shall pay to Contractor as full consideration for the faithful performance of this contract and subject to any additions or deductions as provided in the contract documents, and in accordance with the schedule of payments contained in the contract documents, the full contract price in accordance with the unit prices set forth in Contractor's accepted proposal.

ARTICLE III

Component Parts of this Contract

This contract consists of all of the following contract documents, all of which are as fully a part thereof as if herein set out in full and if not attached hereto, the same as attached hereto:

1. Notice to Contractors

2. Specifications entitled: NOTICE TO CONTRACTORS
PROPOSALS & SPECIAL PROVISIONS
AND CONTRACT DOCUMENTS FOR
PARADISE CAY
2014 MAINTENANCE DREDGING
PROJECT NO. CSA 29-03
3. The accepted proposal of Contractor
4. Plans entitled: PARADISE CAY
2014 MAINTENANCE DREDGING
TIBURON, CALIFORNIA
PROJECT NO. CSA 29-03
COUNTY SERVICE AREA NO. 29
Plan No. 2013-13 in five (5) sheets
5. This Agreement
6. Performance, Labor and Materials Bonds
7. General Liability, Automobile Liability and Workers' Compensation
Insurance; all as required pursuant to specifications.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which shall for all purposes be deemed and original thereof, have been duly executed by the parties hereinabove named on the day and year first above written.

COUNTY OF MARIN

President, Board of Supervisors

ATTEST:

CONTRACTOR

Deputy Clerk

Authorized Signature

Print Name

Title

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, the Contractor in the contract hereto annexed, as PRINCIPAL, and _____ as SURETY, are held and firmly bound unto the County of Marin, hereinafter called the COUNTY, in the sum of _____ lawful money for the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed and sealed and dated: _____.

The condition of the above obligation is that if said principal as Contractor in the contract hereto annexed, shall faithfully perform each and all of the conditions of said contract to be performed by him and shall furnish all tools, equipment, facilities, transportation, labor and material, other than material (if any) agreed to be furnished by the County, necessary to perform and complete in good workman like manner the work of:

_____ in strict conformity with the terms and conditions set forth in the contract hereto annexed, and shall pay or cause to be paid all persons who perform labor for, or furnish materials to said contractor, or to any subcontractor in the execution of said contract then this obligation shall be null and void - otherwise to remain in full force and effort; and the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the work to be performed hereunder of the specifications accompanying same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or the specifications. It is further agreed that this bond shall cover all work for the duration of the contract.

_____ SEAL

_____ SEAL

_____ SEAL

Principal

NOTE: Signatures of those executing or the surety must be properly acknowledged.

_____ SEAL

_____ SEAL

_____ SEAL

Surety

PAYMENT BOND
COUNTY OF MARIN

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, the Contractor in the contract hereto annexed, as PRINCIPAL, and _____ as Surety, are held and firmly bound unto the County of Marin, hereinafter called the COUNTY, in the sum of _____ DOLLARS (\$_____) lawful money for the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed and sealed and dated: _____ .

The condition of the above obligation is that if said principal as Contractor in the contract hereto annexed, or his or its subcontractor, fails to pay for any materials, provision, provender of other supplies or items, used in, upon, for, or about the performance of the work contracted to be done by said Contractor, namely, to furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material (if any) agreed to be furnished by the County, necessary to perform and complete in good workmanlike manner the work of:

in strict accordance with the terms and conditions set forth in the contract hereto annexed, or for any work or labor done thereon of any kind, for amounts due under the Unemployment Insurance Act with respect to such work or labor, said surety will pay for the same in an amount not exceeding the sum herein before set forth, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the courts, the bond is executed in accordance with the requirements of Chapter 3 of the provisions thereof, and shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under and by virtue of the provisions of the Code of Civil Procedure, or to their assigns; and said surety, for value received, alteration or addition to the terms of the contract or to work to be performed thereunder of the specifications accompanying the same shall in any way effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the specifications.

_____ SEAL

_____ SEAL

_____ SEAL

Principal

NOTE: Signatures of those executing or the surety must be properly acknowledged.

_____ SEAL

_____ SEAL

_____ SEAL

Surety

APPENDIX