

**INVITATION FOR BIDS**

**SAN FRANCISCO BAY AREA  
WATER EMERGENCY TRANSPORTATION AUTHORITY**

**VALLEJO FERRY TERMINAL  
2017 MAINTENANCE DREDGING PROJECT**

**IFB #17-023**

**VOLUME 2**

**DIVISION 1**

**GENERAL REQUIREMENTS**

**AUGUST 14, 2017**

**[THIS PAGE INTENTIONALLY LEFT BLANK]**

## SECTION 00001

### ORDER OF WORK

#### PART 1 - GENERAL

##### 1.1 SCOPE OF WORK

A. Order of Work shall be as delineated below. The Contractor may submit an alternative order of Work for review by WETA. WETA reserves right of refusal or acceptance of the order of Work other than as noted below. Order of Work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Plans and Specifications of the State of California, Transportation Agency, Department of Transportation, Division of Highways, May 2006 edition and these special provisions.

B. Proposed sequence of Work:

Contractor shall submit a sequence of Work to WETA for review. The Contractor shall base the sequence of Work on the following proposed sequence of Work, and shall include all necessary items, details and order of Work whether or not listed herein or on the plans.

1. Contractor shall set up operational communication protocol with San Francisco Bay Ferry - Vallejo Operations Manager, Peter Belden [telephone number (415)-850-0413] prior to the start of construction. Required communication will be determined before the start of construction and will include at least one telephone call to the Vallejo Operations Manager each day throughout the duration of the Project to confirm dredging events and other operations planned for the following day.
2. Submit all required dredge operations plan, sequence of Work, etc. to WETA for review.
3. Commence dredging as allowed in, and in accordance with, approved sequence of Work, Project schedule, and Project regulatory permits (e.g., USACE, RWQCB, BCDC, CDFW, et al).
4. Complete dredging of permanent boarding area of ferry terminal.

C. Immediately upon award of the contract the Contractor shall apply for and obtain any permits necessary to complete this Project; including but not necessarily limited to any permits required by the City of Vallejo and their Grading Permit.

D. Attention is directed to Maintaining Through Traffic and temporary fencing in Section 12 – Construction Area Traffic Control Devices in the standard specifications as needed and, in Section 02100 – Demolition and Salvage these special provisions.

#### PART 2 – PRODUCTS (NOT USED)

#### PART 3 - EXECUTION

##### 3.1 PERMITS AND INSURANCE

A. Prior to beginning construction on any portion of the Project all permits and insurance shall be obtained by the Contractor.

##### 3.2 "NOTICE" TO AFFECTED PARTIES

A. The Contractor is to provide notice to all affected parties of the dates and times that there will be restricted site access and parking adjacent to the Work. The Contractor shall give a minimum of

three (3) days notice prior to beginning Work. All restrictions of any kind require plan submittal to WETA and written approval by WETA.

### **3.3 PRESERVATION OF EXISTING FACILITIES**

A. Attention is directed to Section 7-1.11, "Preservation of Property," of the Standard Specifications and these General Requirements. Due care shall be exercised to avoid injury to existing improvements or facilities, utility facilities, piers, floats, docks, piling, boats, rip-rap, seawalls, railing, and all facilities such as gangways and docks involved in construction that are not to be removed.

B. The Contractor shall contact Underground Service Alert (USA) far enough in advance so that all utilities are marked prior to beginning Work.

## **PART 4 - MEASUREMENT AND PAYMENT**

### **4.1 MEASUREMENT AND PAYMENT**

A. Payment for the Work specified in this section shall be included in the various contract prices paid for the Work, and no separate payment will be made therefore.

**END OF SECTION**

## **SECTION 01001**

### **TIME FOR COMPLETION, LIQUIDATED DAMAGES, AND CONTRACTOR'S LICENSE**

#### **1.1 SECTION INCLUDES**

- A. Time for completion.
- B. Liquidated damages.
- C. Contractor's license requirements.

#### **1.2 TIME FOR COMPLETION**

Time is of the essence for this Project to ensure dredging is completed and ferry operations are not adversely impacted. All Work shall complete no later than the end of the approved environmental Work window for dredging operations in Mare Island Strait.

#### **1.3 OVERALL TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- A. This Section describes the Contract Time for the overall completion of the entire Work and the associated liquidated damages related thereto.
  - 1. Contractor shall complete the entire Work under this Contract including satisfactory completion of all inspections, tests, documentation, Punch List and clean up items and full demobilization within the Contract Time. Contract Time shall begin upon the effective date of the Notice to Proceed.
  - 2. The estimated cost impact to Owner of not having a functioning ferry terminal at Vallejo Ferry is \$5,000.00 per calendar day. This estimate is based on lease costs, idle equipment and personnel costs, loss of fare revenue and opportunity costs; and other factors. If the Ferry Terminal is not able to fully function as intended at the end of the Contract Time, Owner shall assess Contractor for these costs under the provisions for liquidated damages described in section 00700, General Provisions of these specifications.

#### **1.4 CLASSIFICATION OF CONTRACTOR'S LICENSE**

The Contractor must possess and maintain the following license(s) for the duration of the Work as a minimum:

- 1. General Engineering License "A" for prime contractor, as well as all licenses required for services or specialties that prime contractor will perform. For Subcontractors, all licenses required by the State of California for particular specialties.

**END OF SECTION**

**[THIS PAGE INTENTIONALLY LEFT BLANK]**

**SECTION 01100**  
**SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Work under this Contract includes dredging to plan depths.
- B. Documents to be provided by Owner:
  - 1. Survey
  - 2. Sediment Sampling Analysis
  - 3. Drawings
  - 4. Technical and Performance Specifications
  - 5. Regulatory Permits

**1.2 SCOPE OF CONTRACTOR'S WORK**

- A. The Work to be performed includes, inspection, dredging and coordination of disposal of sediments at the Cullinan Ranch Restoration Site, providing insurances and licenses as necessary, including all other times and services necessary or incidental to providing a complete improvement according to the Contract Documents.
- B. The Work comprises the following items:
  - Dredge to an elevation -12' MLLW.
  - Transport and coordination of disposal of dredged material Cullinan Ranch Restoration Site.
- C. For all Work on this Project the Contractor shall furnish all labor, materials, tools, equipment, transportation, appliances and services required to completely execute the Work as set forth on the Contract Documents. The subdivision of these specifications into divisions is not intended to strictly set forth or limit the scope of any Subcontractor and shall not relieve the Contractor of the responsibility for executing all Work on the Project as a whole.
- D. The Work shall include furnishing all labor, materials, tools, equipment, supervision and any related services required to dredge and dispose the shoaled sediments as shown and specified.
- E. The Work of this Contract includes Work covered by lump sum and unit prices.
- F. Unless provided otherwise in the Contract Documents, all risk of loss to the Work covered by the Contract Documents shall rest with the Contractor until final completion and Acceptance of the Work.
- G. The Contractor shall begin Work by establishing and or verifying horizontal and vertical control, locating the Project limits and mobilization of all necessary equipment on to the Work Site.

H. Schedule and Timing – upon award of the Contract and issuance of Notice to Proceed, the Contractor shall proceed to complete the Work described above within the allowable schedule.

### **1.3 COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK**

A. The Contractor shall coordinate the Work with the ODR, tenants/boat owners, and other contractors.

B. The Contractor shall notify the ODR at least fourteen (14) days before commencement of any Work. The ODR will then notify lessees and boat owners who may be affected by the dredging operations on/or adjacent to their property.

### **1.4 WORK CONSTRAINTS**

A. Access: Access to the Work Site shall be from San Francisco Bay (water side) only.

B. Parking: Parking for Contractor's employee vehicles shall be confined to the Work Site as designated by the ODR, unless otherwise directed.

C. Access by the ODR and representatives: Contractor shall allow Work Site access to the Project Work Site by employees, inspectors and other representatives of the ODR at all times.

### **1.5 SPECIAL CONDITIONS AND RESTRICTIONS PERTAINING TO WORK**

A. Contractor shall not interfere with ferry operations of the Vallejo Ferry. The Vallejo ferry service operates seven days per week. Operating hours are approximately 5:00AM to 9:00PM weekdays, and 8:00AM to 10:30PM on weekends and major holidays. All Contractor equipment shall be clear of the ferry terminal facilities and approaches to allow uninterrupted ferry service. The Vallejo Operations Manager will provide a more detailed schedule of ferry boat arrivals and departures.

B. Contractor shall comply with the requirements of the City of Vallejo noise regulations regarding exterior noise level standards.

C. Contractor shall comply with the United States Coast Guard requirements for the safe boating and other navigational operations while performing Work on San Francisco Bay or any other area where the Coast Guard has jurisdiction.

D. Contractor's operations shall not cause any damage to any existing structures. Any and all existing structures are to be carefully and adequately protected, such that they are not in any way damaged. Any damage to adjacent structures or any property that is in any way damaged as a result of (directly or indirectly) to any activities undertaken by the Contractor shall remain at all times at the Contractor's expense and peril.

E. The Contractor shall be fully responsible and shall indemnify the Owner to the fullest extent of the law against liability to WETA for any fines, levies, penalties, damages, costs or charges incurred in prosecuting any portion of the Work set forth herein.



## 1.6 PERMITS

A. The Contractor shall obtain and comply with all required permits, pay all fees and provide all bonds necessary to complete the Work as specified. The Contractor shall be solely responsible for performing any necessary acts and providing any materials required in order complying with any and all terms and conditions set forth in any permits and licenses.

B. Corps of Engineers Permit: A copy of the U.S. Army Corps of Engineers Permit for dredging and dredged material disposal will be provided to the selected contractor by the Owner. Contractor and its Subcontractors shall employ personnel that have experience in complying with similar U.S. Army Corps of Engineers permits on similar Projects. Contractor shall comply with all requirements in such permit that apply to the performance of the Work, and all rules, regulations and conditions of the U.S. Army Corps of Engineers that apply to the performance of the Work. Contractor's attention is directed to the general and special conditions of Permit, including but not limited to, the conditions pertaining to dredging activities, barge operation, Coast Guard notification and interface, and appropriate dredging documentation (plans, surveys, logs and reporting).

Contractor is also advised that the Corps will consult with the California Department of Fish and Wildlife, NOAA Fisheries, and the U.S. Fish and Wildlife Service, and dredging shall be permitted to take place only during approved environmental Work windows, which commences on August 1 and will end this calendar year on October 15, 2017. Such information is included in the permit materials provided to the selected Contractor.

C. Bay Conservation and Development Commission Permit: The San Francisco Bay Conservation and Development Commission ("BCDC") has issued an Administrative Permit with respect to all aspects of the Work over which the BCDC has jurisdiction. A copy of the permit will be provided to the selected contractor. Contractor shall comply with all requirements in such permit that apply to the performance of the Work, all rules, regulations and conditions of the BCDC that apply to the performance of the Work, and all other applicable requirements in the Contract Documents.

D. Waste Discharge Requirements: The San Francisco Bay Regional Water Quality Control Board will issue a Water Quality Certification for the Vallejo Ferry Terminal Maintenance Dredging Project. A copy of the Certification will be provided to the selected Contractor.

E. Contractor acknowledges that the Work includes services not provided under specific Bid Items that are necessary to comply with the Permits. In the event that the Permits necessary for the performance of the Work are obtained, or an additional Permit is required, after the Bid date, the Contractor recognizes the terms, conditions and requirements of such Permit or modification may require the Contractor to perform or provide services and/or provide materials which are different from the Work in the Contract Documents. In such event, the Contractor shall not be entitled to any adjustment in the Contract Price or Contract Time unless such Permit or modification results in change in the Work from the Work in the Contract Documents and such change could not be reasonably expected by the Contractor, given those encountered and generally recognized implementation of similar Permits. Contractor shall be responsible for its costs of evaluating the implications for the changed Work, and the terms, conditions and restrictions of the Permits, and responding to any Requests for Proposals or change issued by the Owner's orders in connection with the issuance of the Permits.

F. The requirements of Permits applying to the Work shall not limit or restrict the Contractor in the performance of the Work to comply with any and all other laws, regulations or permits which are described in the Contract Documents or which apply to the performance of the Work.

### **1.7 GEOTECHNICAL/GRAIN SIZE INFORMATION**

A. Available grain-size information collected from sediment sampling and analysis test within the Work Site area can be found in the following reports: San Francisco Bay Ferry Maintenance Dredging: Sampling and Analysis Results, August - 2017, CLE Engineering, Inc." Copies of these reports may be obtained from Owner upon request. Results of these investigations may be used as a general guide for classifying materials for the intended purposes, but should not be relied upon to provide a complete and total representation of the Work Site subsurface conditions. Contractor shall be responsible for development of its own interpretation and conclusions in respect to the information presented in the report.

### **1.8 SECURITY**

A. The Contractor shall be responsible for security of the Work Site and for its equipment and materials at the Work Site.

B. The Contractor shall at all time exercise control over any persons, vehicles or boats, other than from Regulatory Agencies, visiting the Work Site.

### **1.9 UNDERGROUND FACILITIES**

A. The Contractor is responsible for coordinating all Project documentation, including but not necessarily limited to, the Contract Documents and existing record drawings for the determination of the location of all underground facilities. The Contractor shall assume that there are existing utility lines in the vicinity of the Work, whether they appear on the drawings or not and should be independently verified by the Contractor using commercially reasonable methods that are normal and customary in the business of earthwork and excavation Work.

B. Prior to commencing the Work, the Contractor shall be responsible for determining the location, size and depth of all existing underground utilities and structures. The following agencies may assist in this task, but the following list should not be considered comprehensive;

City of Vallejo  
Pacific Gas & Electric  
County of Solano  
Any and all Sanitation Districts

C. Notice of Concealed or Unknown Conditions - Before commencing Work of digging trenches or excavation, Contractor shall review all information available regarding subsurface conditions. Contractor shall also contact Underground Service Alert ("USA) and secure from it all information in its possession regarding underground conditions, including underground facilities at the Work Site. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching Work, Contractor shall provide ODR with copies of all USA records secured by Contractor. Contractor shall advise ODR of any conflict between information provided by it and that provided by USA records.

D. The Contractor shall exercise care in all excavations to avoid damage to existing underground facilities. This shall include potholing or hand digging in those areas where underground facilities are known to exist until they have been sufficiently located to avoid damage to the facilities. Prior to underground Work, the Contractor shall verify the location and depth of the existing underground clay cap so as to not damage this cap. The cap shall not be penetrated as a part of this Work.

E. No additional compensation shall be provided the Contractor for compliance with the provisions of this section or for the damage and repair of facilities due to the lack of such care.

#### **1.10 PROTECTION OF WORK AND PROPERTY**

A. The Contractor shall be responsible for the preservation of all public and private property in respect to the prosecution of the Work and shall protect carefully from disturbance or damage to all structures/property.

B. The Contractor shall be responsible for all damage or injury to public or private property resulting from any act, omission, neglect or misconduct in, either the Contractor's or its Subcontractors' manner or method of executing the Work, or in consequence of the non-executing thereof. Furthermore, the Contractor shall be responsible for all such damage due to defective materials or acts. The Contractor shall restore, at its own expense such property to a condition similar or equal to that existing before such damage or injury was done, be repairing, rebuilding or otherwise restoring as directed by the ODR.

C. All Work is to be carefully protected so that no injury will come to it from water, frost, accident or other cause, and any injury, which will come to the Work, is to be repaired by the Contractor at its expense. The Contractor shall protect Owner's property, equipment and fixtures from injury, or loss and shall make good any damage, injury, or loss. The Contractor shall also adequately protect adjacent property as provided by statute and the Contract Documents.

D. The Contractor shall take all necessary precautions for the safety of employees on the Work. The Contractor shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. The Contractor shall erect, properly maintain, at all times, as required by the conditions and progress of the Work, all necessary fences, barriers, warning signs and lights that may be necessary to adequately protect the general public.

E. The Contractor shall provide temporary containment for all fuel tanks, pumps and appurtenances as a precaution against accidental spills or leaks. The Contractor shall maintain no greater than a 2 (two) day supply of fuel to any piece of equipment located on the Work Site. The containment structures shall be capable of preventing releases of any fuel or other hazardous liquids to the environment, shall have volumes greater than that of the fuel tanks to be contained and shall be covered if necessary to eliminate the intrusion of rain water. In accordance with State or local laws and permit requirements The Contractor shall furnish and maintain all other necessary containment materials to insure zero release of hazardous materials to the environment.

#### **1.11 STAND-BY AND IDLE EQUIPMENT TIME**

A. Equipment that is in operational condition and is standing by with the ODR's approval will be paid for at 50 percent of the appropriate hourly rate as determined by the provisions set forth by the

United States Army Corp of Engineers, Construction Equipment Ownership Schedule (EP 1110-1-8) less operating costs. Payment for such "stand-by" will be limited to not more than 8 hours in a 24 hour day or 40 hours in a normal Work week.

- B. No compensation will be allowed for equipment that is inoperable due to breakdown.
- C. No payment will be allowed for equipment that is not operating because the Work has been suspended in accordance with the specifications unless the suspension is for the convenience of the State. No payment will be allowed for equipment that is not operating because the Work has been suspended by the Contractor for the Contractor's own reasons.
- D. The hourly rate of compensation for idle equipment will be the monthly rate times a factor of 0.50 divided by 176 hours per month, regardless of the duration of the delay or stand-by
- E. The time for which such compensation will be paid will be the actual normal working time during which such delay condition exists, but will in no case exceed 8 hours in any one day.
- F. The days for which compensation will be paid will be the number of Working Days charged during the existence of such delay. No compensation will be made for days that are considered lost due to weather as determined by the ODR.
- G. Compensation will only be made for equipment physically located at the Work Site that would be used to prosecute the delayed Work during the existence of such delay.

#### **1.12 SIGNIFICANT CHANGES IN SCOPE OF WORK:**

- A. The ODR reserves the right to make, at any time during the Work, such increases or decreases in quantities and such alteration in the Work as necessary to satisfactorily complete the Project. Such increases or decreases and alterations shall not invalidate the Contract nor release the Surety, and the Contractor agrees to perform the Work as altered.
- B. If the increase on any item of Work for which a unit price exists in the Contract does not exceed the lesser of \$100,000.00 or fifteen percent (15%) of the total Contract price, then such increase shall be regarded as covered by the unit bid price for such items as contained in the original Contract.
- C. If the decrease on any item of Work for which a unit price exists in the Contract does not exceed twenty five (25%) percent of the Contract quantity, then such decrease shall be regarded as covered by the unit bid price for such item as contained in the original Contract.
- D. If the alteration or decrease in an item of Work significantly changes the scope or the character of the Work, then an adjustment may be made to the unit price. The basis for the adjustment shall be agreed upon prior to the performance of the Work. If a basis cannot be agreed upon, an adjustment will be made either for or against the Contractor in an amount as the ODR may determine to be fair and equitable. Supporting documentation which is deemed satisfactory to the ODR must be submitted by the Contractor to fully substantiate any adjustment to a Unit Price.

### **1.13 ELIMINATED ITEMS**

A. Should any items contained in the Bid be found unnecessary for the proper completion of the Work, the ODR may, upon written order to the Contractor, eliminate such items from the Contract, and such action shall in no way invalidate the Contract.

B. If the Contractor is notified of the decrease or elimination of an item, reimbursement will be made for the reasonable cost of material incurred, in connection with such item or portions, prior to the date of such decrease or elimination made by order of the ODR but in no case shall such compensation exceed the Contract Price for the item.

C. No claim shall be made by the Contractor for any loss of anticipated profits because of any alteration or variation between the approximate quantities and the quantities of Work as done.

### **1.14 CONTRACTOR ABANDONMENT**

A. The Contractor may not remove any mobilized equipment that is material to the dredging of the Vallejo Ferry Terminal. This would include but not be limited to the actual dredge plant, barges and accessory equipment without the expressed written consent of the ODR.

**END OF SECTION**

**[THIS PAGE INTENTIONALLY LEFT BLANK]**

## SECTION 01200

### PRICE AND PAYMENT PROCEDURES

#### PART 1 - GENERAL

##### 1.1 SUMMARY

A. This Section includes administrative and procedural requirements for price and payment procedures.

##### 1.2 DEFINITIONS

A. Units of measurement for materials or services provided or added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

##### 1.3 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.

B. Measurement and Payment: Refer to individual paragraphs in Part 4 below for Work that requires establishment of prices. Methods of measurement and payment for bid items are specified in those paragraphs.

C. WETA reserves the right to reject Contractor's measurement of Work-in-place that involves use of established unit prices and to have this Work measured, at Owner's expense, by an independent party acceptable to Contractor.

#### PART 2 - PRODUCTS (NOT USED)

#### PART 3 – EXECUTION (NOT USED)

#### PART 4 - MEASUREMENT AND PAYMENT

##### 4.1 LIST OF BID ITEMS

A. Item No. 1 – Mobilization / Demobilization

1. Mobilization and demobilization shall include all costs, including labor, equipment required, traffic control, preparatory Work to mobilize for the production of the Work, and the supply, installation and maintenance of the temporary designs, obtaining any necessary permits and approvals for the Work specified in accordance with the Contract, full reimbursement for the premiums actually paid for performance and payment bonds, moving the Contractor's plant and equipment to the site, accomplishing the Work required by the permits with respect to protection of the environment. Upon completion of the Work, Demobilization shall include the complete removal of all equipment, plant and excess materials, environmental restoration and clean-up of the site. It shall also include any restoration of structures damaged by the Contractor's operations to the satisfaction of the Owner.

2. Payment shall be made in accordance with Bid Item no. 1 "Mobilization/Demobilization" of the Unit Price Schedule which shall be full compensation for the Work performed. WETA may request from the Contractor and the Contractor must provide documentation to fully and adequately account for and demonstrate actual funds, labor, invoices, purchase orders or other appropriate records as deemed necessary by WETA. If upon application for payment, the Contractor fails to demonstrate with verified documentation funds expended for mobilization then WETA reserves the right to only pay the contractor for actual expenditures relating to Mobilization with the balance of Mobilization to be paid to the Contractor upon full and complete Demobilization from the Project site. A maximum of 60% of the total Mobilization/Demobilization in Bid Item shall be paid upon completion of mobilization and verification of costs incurred. There will only be one mobilization and one demobilization paid. If for any reason the Contractor must shut down and remove his plant or portions thereof from the site, then remobilize, WETA will not be responsible for payment of any additional costs associated with such Work.

B. Item No. 2 – Dredging

1. The cubic yard price shall include furnishing all equipment, labor and materials as necessary to complete the Work as shown on the plans and as required by the Contract Documents. The Work shall include, but not be limited to:
  - a. Dredging the area shown to the required depth, including the allowable 1-foot over-depth and any necessary over dredging to allow equipment floatation or additional dredging to compensate for the inaccuracies inherent in the dredging process (such as shoaling or 'fluffing'), also tidal allowances water control, manpower, fueling, maintenance, operation, field engineering, permit compliance, environmental protection, hydrographic surveying and all other Work incidental to the dredging and disposal operations.
  - b. Coordination of hauling and disposing the dredged material at the Cullinan Ranch Restoration Site; and all associated transportation, handling, offloading, and tipping fees.
  - c. Providing interim hydrographic surveys for progress payment purposes.
2. Payment shall include all costs associated with dredging of the material at the site.
  - a. Final grades for payment purposes and Project acceptance shall be determined by comparing the pre-dredge survey and post dredge surveys, utilizing a 200 kHz transducer for determination of depth and will be performed by WETA's ODR using automated survey positioning systems, and standards established by the Corps of Engineers Hydrographic Survey Manual EM- 1110-2-1003, for Class One surveys. Prior to initiation of dredge activities, the Contractor shall perform a condition survey to confirm the pre-dredge area and volumes (this shall be submitted and approved by the ODR prior to commencement of dredging).



C. Item No. 3 – Coordination of handling & Placement of Materials

1. The coordination of handling and placement of materials at the Cullinan Ranch Restoration Site shall include all costs in connection with the coordination and handling of the barges to the offloading locations, and any other work that is necessary.
2. The lump sum compensation of this bid item shall be paid after completion of placement of the dredged material including any other work that is necessary in advance of the actual operation.
3. WETA will enter into an agreement with Ducks Unlimited to pay all associated tipping fees. The Contractor will enter into an agreement with Mare Island Dry Dock for offloading of material from Contractor supplied barges. The Contractor will be responsible for all other associated fees, coordination, and off-loading requirements; including insurance binders.

**END OF SECTION**

## SECTION 01300

### ADMINISTRATIVE REQUIREMENTS

#### PART 1 - GENERAL

##### 1.2 SUMMARY

A. This section describes general procedural requirements for ongoing Submittals. Refer to specific Technical Specification sections for more detail.

##### 1.3 PROCEDURES

A. Submittals: Transmit each item under form furnished by Owner's Designated Representative. If Contractor proposes to use a customized submittal transmittal form, submit sample to ODR for approval prior to use.

1. Provide Submittal Schedule within no later than 10 days of issuance of the Notice to Proceed. Show submittal dates required for shop drawings, product data, and samples, and product delivery dates. Deliver Submittals to ODR in accordance with approved Submittal Schedule.
  - a. Submittal Schedule may be incorporated into construction progress schedule or may be separate.
  - b. ODR will be expedient in review, however, Contractor shall schedule Submittals recognizing possibility that ODR may reject and may require re-submittal.
  - c. Contract extension shall not be allowed for Contractor's failure to properly schedule Submittals or to allow for required re-submittal.
2. For each submittal, identify the Project title, Contractor, and each Subcontractor, major supplier.
  - a. For each new Submittal, provide a date and a sequential identification number.
  - b. Identify each re-submittal using original sequential identification and clearly indicating that the item is resubmitted.
3. Identify pertinent drawing sheet and detail number, and any applicable section number from the Contract Documents, as appropriate.
4. Identify deviations from Contract Documents.
5. Provide space for Contractor and ODR review comments and stamps.
6. Contractor: Review and stamp Submittals from Subcontractors prior to submitting to ODR.
  - a. Review Submittals and indicate where conflicts occur with Contract Documents and with Work of other Subcontractors.
  - b. Return Submittals that vary significantly from Contract Documents for correction and re-submittal prior to submitting to ODR.

- c. Submittals that vary significantly from Contract Documents and that fail to indicate thorough Contractor review prior to submission to ODR will be returned without review.
    - d. Cursory review and stamping of Subcontractor submittals by Contractor shall not be acceptable.
  - 7. Coordinate submittal of related items.
  - 8. After ODR review of Submittal, revise and resubmit as required, identify changes made since previous submittal.
  - 9. Distribute copies of reviewed Submittals to concerned persons. Instruct recipients to promptly report any inability to comply.
  - 10. Number of copies: For paper and document Submittals, submit the number of copies that Contractor requires, plus four copies which will be retained by ODR.
- B. Requests for Information (RFI): RFIs shall be submitted to the ODR.
- 1. Each RFI shall include the following information: Project title; name of Contractor; effected Subcontractors and major suppliers; submittal date; sequential identification number for each new RFI; any related RFIs; pertinent drawing sheet and detail number; and applicable section of the Contract Documents.
  - 2. Provide space for Contractor and ODR comments and signatures.
  - 3. Contractor: Review and sign RFIs from Subcontractors prior to submitting to ODR.
    - a. Review RFIs and indicate where Contract Documents and other Subcontractors are affected.
    - b. RFIs that are unclear or may be answered by review of appropriate specification section prior to submitting to ODR shall be returned unanswered.
    - c. Cursory review and signing of Subcontractor RFIs by Contractor shall not be acceptable.
  - 4. Distribute copies of answered RFIs to concerned persons.

### **1.3 SUBMITTALS**

- A. Administrative Submittals: Refer to Contract Documents for requirements for administrative Submittals. Such Submittals include, but are not limited to:
- 1. Agreement
    - a. Performance and Payment \ bonds
    - b. Insurance certificates (naming the Owner and the Owner's officers, employees and agents as additional insureds)
    - c. List of all Subcontractors

- d. Permits
- 2. Applications for Payment(s)
  - a. Certified payrolls
  - b. Lien releases

#### **1.4 SCHEDULE OF VALUES**

- A. Format: Identify each line item with number and title of major Specification sections
- B. Include in each line item the activity identifier from the construction progress schedule.
- C. Include in each line item a directly proportional amount of Contractor overhead and profit.
- D. Revise schedule of values to reflect approved change orders prior to Application for Payment following change order approval.

#### **1.5 SHOP DRAWINGS**

- A. Submit one reproducible and two prints; minimum sheet size 8-1/2" by 11".
- B. After review, reproduce and distribute.

#### **1.6 PRODUCT DATA/MANUFACTURERS' LITERATURE**

- A. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work.
- B. Include manufacturers' installation instructions only when required by Specifications or specifically requested by ODR.
- C. Submit number of copies Contractor requires, plus one copy to be retained by ODR.

#### **1.7 DAILY CONSTRUCTION REPORTS**

- A. The Contractor shall prepare a daily construction report, recording the following information concerning events at the Work Site; and submit duplicate copies to the ODR at weekly intervals or as requested by the ODR:
  - 1. List of Subcontractors at the Work Site.
  - 2. Approximate count of personnel at the Work Site.
  - 3. High and low temperatures, general weather conditions.
  - 4. Accidents and unusual events.
  - 5. Meetings and significant decisions.
  - 6. Stoppages, delays, shortages, losses.

7. Material reports.
8. Emergency procedures.
9. Any orders and or requests of governing authorities or Regulatory Agencies.
10. Change Orders received and implemented.
11. Equipment or system tests and start-ups.
12. Substantial Completions authorized.
13. Photographs of Project.

**END OF SECTION**

## SECTION 01310

### PROJECT MANAGEMENT AND COORDINATION

#### PART 1 - GENERAL

##### 1.1 SUMMARY

A. This Section includes: description of Project management and coordination including but not necessarily limited to the following:

1. General Project coordination procedures.
2. Coordination drawings.
3. Staff names.
4. Administrative and supervisory personnel.
5. Project meetings.

##### 1.2 COORDINATION

A. Coordinate Work to assure efficient and orderly sequence of construction elements and activities.

##### 1.3 SUBMITTALS

A. Staff Names: Immediately after receipt of Notice to Proceed, submit list of principal staff assignments, including the Project Manager and other personnel in attendance at Work Site. Include phone number and email contact information for each.

##### 1.4 SUPERVISORY AND ADMINISTRATIVE PERSONNEL

A. Provide supervisory personnel, in addition to Project Manager, as required for proper and timely performance of Work and coordination of subcontracts.

B. Provide administrative staff as required to allow Project Manager and supervisory personnel to allocate maximum time to Work supervision and coordination.

##### 1.5 PROJECT MEETINGS

A. Schedule and administer Project meetings throughout progress of Work: schedule

1. Pre-construction meeting.
2. Progress meetings at weekly intervals.
3. Pre-installation conferences.
4. Coordination meetings.
5. Special meetings.

B. Make physical arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes and distribute copies within two days to ODR, Owner, participants, and those affected.

C. Attendance: Project Manager, major Subcontractors and suppliers as appropriate to agenda; ODR, Owner, and consultants as appropriate to agenda topics for each meeting.

D. Suggested Agenda for Progress Meetings: Review of Work progress, status of progress schedule and adjustments, delivery schedules, Submittals, requests for information, maintenance of quality standards, pending changes and substitutions, safety and issues needing resolution.

**END OF SECTION**

## SECTION 01324

### CRITICAL PATH METHOD SCHEDULING

#### PART 1 GENERAL

##### 1.1 SUMMARY

A. This section describes the requirements for Critical Path Method schedules including submission and review requirements.

##### 1.2 DEFINITIONS AND PURPOSE:

A. Definitions

1. Contract Time: The overall length of the Contract as describes in Section 01001.
2. Critical Path - The Critical Path is the sequence of activities in the Project Schedule that require the longest total amount of time to complete the Work.
3. Network - The Network is the graphic representation of the Project Schedule prepared using the Critical Path Method. The Network shows the sequence and interdependence of the activities, and planned and actual progress by activity, required for complete performance of the Work.
4. Project Schedule - The Project Schedule includes the Detailed Project Baseline Schedule, subsequent Project Schedule updates and revisions and computer produced reports as stipulated in the requirements. Time Impact Analysis - The Time Impact Analysis shall demonstrate the comparison of the time impact for each schedule revision or proposed revision against the currently accepted Project Schedule.
5. Working Day - A Working Day is a calendar day scheduled for active performance of Contract requirements.

B. The purpose of the Project Schedule shall be to:

1. Assure adequate planning, staffing, scheduling and reporting during execution of the Work by the Contractor;
2. Assure coordination of the Work among the Subcontractors, consultants and suppliers at tiers;
3. Assist the Contractor and Owner's Designated Representative ODR in monitoring the progress of the Work and evaluating proposed changes to the Contract and the Project Schedule;
4. Assist the ODR and the Contractor in the preparation and evaluation of the Contractor's monthly progress payments.

C. For the purposes of this section, the terms Task and Activity are interchangeable. This section does not intend to state a preference for, or restrict the Contractor to any specific scheduling or Project management software other than the requirement that the Owner be provided with a copy/license for software that is compatible with the software the Contractor uses for the Work required under this section.



D. Owner's election to use the Contractor's Project Schedule does not relieve the Contractor of responsibility for the accuracy or feasibility of the Project Schedule, or of the Contractor's requirement to meet the Contract completion date nor does it create a warranty, expressed or implied, or acknowledge or admit the reasonableness of the activities, logic, durations, manpower, cost or equipment loading of the Contractor's Project Schedule.

### **1.3 Procedures**

A. Contactor shall provide a detailed Project Schedule with Activity entries for each portion of the Work, in chronological order, cumulatively indicating the entire Contract Time. The Schedule shall employ the Critical Path Method (CPM) using retained logic for the planning, scheduling and reporting of the Work to be performed under the Contract. The Project Schedule will be produced using currently available off the shelf scheduling software. The schedule shall use the Precedence Diagramming Method.

B. Owner may elect to allow a schedule that projects a completion date earlier than the contractually completion date dictated by the Contract Time. The time difference between the Contractor's projected completion date and the contractual completion date as dictated by the Contract Time (the "Float") shall be owned and for the mutual use of both the Contractor and Owner. Owner reserves the right not to accept any schedule it determines to be unrealistic in length.

C. No use of Float anywhere in the Project Schedule, including the time difference between the Contractors's projected completion date and the completion of the Contract Time shall be allowed without mutual agreement between the Contractor and Owner.

D. In the event the Contractor fails to define an element of Work, activity or logic and the ODR review does not detect this omission or error, such omission or error, when discovered shall be corrected by the Contractor and reviewed by the ODR prior to incorporation in the next Schedule Revision (discussed hereinafter). This correction shall not affect Contract time.

E. Schedule Review Meetings: Schedule review will be included in weekly meetings.

F. Project Schedule requirements:

1. At a minimum, the Project Schedule shall show the sequence of events from Notice to Proceed through Project close out. The Project Schedule shall show a realistic flow of Work and use of resources and shall be suitable for use in documenting Work progress and forecasting Work to completion. It shall:
2. Each activity in the Project Schedule shall contain the following:
  - a. An activity number.
  - b. Description of the Work
  - c. Activity duration
  - d. Assigned dollar value for items in the Contractor's Schedule of Values.
  - e. The resource performing the Work. Consultant, Subcontractor and Trade breakdown shall be identified.
3. Normal, seasonal weather conditions shall be considered and included in the planning and scheduling of Work. Normal, seasonal weather conditions shall be determined by an assessment of average historical climatic conditions based upon the preceding ten (10)

year records published for the locality by the National Oceanic and Atmospheric Administration (NOAA) and entitled, "Local Climatological Data."

G. Project Schedule Updating: The Project Schedule shall be updated each month. The data date of each schedule update shall be on or before the seventh (7th) day preceding the progress payment submittal deadline. The Contractor shall submit one (1) original and three (3) reproduced marked-up copies of updated Project Schedule. This submission shall show the actual start and/or complete dates for activities that have been started.

H. Project Schedule Revisions:

1. Updating the Project Schedule to reflect actual progress made up through the data date of a Schedule Update shall not necessarily be considered a revision to the Project Schedule.
2. If it appears the Project Schedule no longer represents the actual prosecution and the progress of the Work, Owner will request, and the Contractor shall submit, a revision to the Project Schedule. This submission shall be within 7 calendar days of the Owner request or at the next scheduled submission for monthly updates, whichever is longer. If the Contractor disagrees with the change, contractor shall submit with the revised schedule, a statement setting forth justification why it should not be made. Regardless, the Contractor shall include anticipated cost, schedule or scope effects of the revision.
3. If the Contractor desires to make changes in the Project Schedule to reflect revisions in its' method of operating and scheduling Work, the Contractor shall submit proposed revisions and state in writing the reason for the proposed revision including anticipated cost, schedule or scope effects of the revision.. Acceptable revisions will be incorporated into a revised Project Schedule which will become the current accepted Project Schedule and used for future updates and revisions.

I. Change Modifications:

1. When change modifications are proposed, including revisions described in paragraph 1.3. H above that will result in changes to Contract scope, Contract time or Contract cost, the Contractor shall submit to Owner a written Time Impact Analysis illustrating the influence of each proposed modification.

J. Look Ahead Schedule:

1. At weekly progress meetings the Contractor shall submit a "look ahead" report in the form of a bar chart covering the period four weeks ahead (into the future) and two weeks behind (past). The following items shall be clearly identified:
  - a. Activities the contractor has started or plans to start or will continue during the period.
  - b. Activities that have been completed during the two week look behind period.
  - c. Activities on the critical path.
  - d. Activities with negative Float.
  - e. Activities requiring inspection or special inspection.
  - f. Activities that have started but, are not active during the period.
2. This "look ahead" report shall serve as a basis for discussions at the Project progress meetings.

**PART 2 PRODUCTS**

**2.1 SCHEDULING SOFTWARE**

A. The scheduling software used by the Contractor shall be capable of supporting the requirements described in this section.

**END OF SECTION**

**[THIS PAGE INTENTIONALLY LEFT BLANK]**

## SECTION 01500

### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. This section describes temporary construction facilities and temporary controls.
  - 1. Electricity and lighting.
  - 2. Construction aids.
  - 3. Cleaning during construction.
  - 4. Work Site waste management.
  - 5. Removal.
- B. Provide temporary construction facilities and temporary controls as required to conform to applicable authorities and as required to complete Project in accordance with Contract Documents.
  - 1. Authorities: Contact governing authorities to establish extent of temporary facilities and temporary controls required by authorities.

##### 1.2 ELECTRICITY AND LIGHTING

- A. Provide electrical service required for construction operations, with branch wiring and distribution boxes located to allow service and lighting by means of construction-type power cords.
- B. Provide lighting for construction operations.

##### 1.3 CONSTRUCTION AIDS

- A. Noise, Dust and Pollution Control: Provide materials and equipment necessary to comply with local, regional and state and federal requirements for noise, dust and pollution control.
- B. Fire Protection: Maintain on-Work Site fire protection facilities as required by applicable authorities and insurance requirements.

##### 1.4 CLEANING DURING CONSTRUCTION

- A. Control accumulation of waste materials and rubbish; recycle or dispose of off-Work Site.

##### 1.5 SITE WASTE MANAGEMENT

- A. Work Site Waste Management: Comply with applicable regulations for diverting Project waste from landfill; aim for waste management goal of 50% or higher.
  - 1. Effect optimum control of solid wastes.
  - 2. Prevent environmental pollution and damage.
- B. Reports: Provide as required by applicable authorities.

C. Recycling: Implement recycling program that includes separate collection of waste materials of types as applicable to Project; recycling program to be applied by Contractors and Subcontractors.

D. Handling: Keep materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to recycling process.

1. Clean contaminated materials prior to placing in collection containers.
2. Arrange for collection by or delivery to appropriate recycling center or transfer station that accepts construction and demolition waste for purpose of recycling.

E. Participate in Re-Use Programs: Rebates, tax credits, and other savings obtained for recycled or re-used materials shall accrue to Contractor.

## **1.6 REMOVAL**

A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.

B. Clean and repair damage caused by installation or use of temporary facilities.

C. Restore existing facilities used during construction to specified or original condition.

**END OF SECTION**

## **SECTION 01505**

### **MOBILIZATION & DEMOBILIZATION**

#### **PART 1 – GENERAL**

##### **1.1 SCOPE OF WORK**

Mobilization shall consist of all Work required to prepare the Contractor's dredging and other plant and equipment for transfer to the Work Site; transport dredging plant and equipment, labor, supplies and incidentals to the Work Site; prepare equipment for dredging; and maintaining dredging plant and equipment in Working condition at the Work Site for the entire duration of the Project.

Demobilization shall consist of all Work required to prepare the Contractor's dredging plant and equipment for transfer and removing all dredging plant, equipment, labor and unused supplies and incidentals from the Work Site at the completion of the Work, including the cleanup of all land based staging areas used in the execution of the Work. Demobilization includes Work required to remove all equipment, unused supplies and incidentals from the Work Site at the completion of the Work, including the clean-up of all land based staging areas used in the execution of the Work.

#### **PART 2 – PRODUCTS**

##### **2.1 REQUIREMENTS**

A. The Contractor's plant and equipment to be used in performing the Work shall be of suitable size and efficiency to meet the job requirements and will be subject to approval by Owner or their designated representative.

B. The Contractor agrees that the dredging plant, equipment, labor and materials will not be removed from the Work Site prior to completion and acceptance of the dredging Work without the written permission of Owner.

#### **PART 3 – EXECUTION**

A. Mobilization and demobilization shall be paid at the Contract lump sum price for "Mobilization & Demobilization" and in accordance with the following breakdown:

B. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 5 percent or more of the original Contract amount, 50 percent of the Contract item price for mobilization or 5 percent of the original Contract amount, whichever is the lesser, will be included in the estimate for payment.

C. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 10 percent or more of the original Contract amount, the total amount earned for mobilization shall be 75 percent of the Contract item price for mobilization or 7.5 percent of the original Contract amount, whichever is the lesser, and that amount will be included in the estimate for payment.

D. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 20 percent or more of the original Contract amount, the total amount earned for mobilization shall be 95 percent of the Contract item price for mobilization or 9.5 percent of the original Contract amount, whichever is the lesser, and that amount will be included in the estimate for payment.

E. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 50 percent or more of the original Contract amount, the total amount earned for mobilization shall be 100 percent of the Contract item price for mobilization or 10 percent of the original Contract amount, whichever is the lesser, and that amount will be included in the estimate for payment.

F. After Acceptance of the Contract pursuant to Section 9.06, "Final Inspection and Acceptance of the Work" of the General Provisions, the amount, if any, of the Contract item price for mobilization in excess of 10 percent of the original Contract amount will be included for payment made in conformance with the provisions in Section 9.07 of the General Provisions.

G. The Contract lump sum price paid for mobilization and demobilization shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the Work involved in mobilization, demobilization, job Work Site clean up after completion and acceptance of all Work, and other items relevant to this Project which are not specifically included in the other bid items.

**END OF SECTION**



## **SECTION 01600**

### **ENVIRONMENTAL PROTECTION**

#### **PART 1 - GENERAL**

##### **1.1 RELATED DOCUMENTS**

A. Permits issued for this Work shall be included in the Contract Documents and shall be fully integrated into the performance of the Work set forth herein. As such, the Contractor must fully adhere to the provisions set forth therein and shall hold Owner harmless for any failure to adhere to a permit condition.

##### **1.2 SUMMARY**

A. This Section specifies requirements for environmental protection.

##### **1.3 SUBCONTRACTORS**

A. Assurance of compliance with this specification by Subcontractors will be the responsibility of the Contractor.

##### **1.4 NOTIFICATION**

A. Owner and or ODR shall notify the Contractor in writing of any observed noncompliance with the federal, state or local laws or regulations, permits and other elements of the Contractor's environmental protection plan. The Contractor shall, after receipt of such notice, inform the ODR of proposed corrective actions and take such actions as may be approved. If the Contractor fails to comply promptly, Owner may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No time extensions shall be granted, nor costs or damages allowed to the Contractor for any such suspension.

##### **1.5 FINES AND PENALTIES**

A. The Contractor shall be solely responsible for any and all permit violations and fines levied thereto as a result of their construction or operations. The Contractor indemnifies Owner and ODR from any fines or penalties levied and shall defend said fines or penalties as its sole cost with Owner's cost relating to any defense of said fines or penalties to be assessed to the Contractor.

#### **PART 2 - PRODUCTS (NOT USED)**

#### **PART 3 - EXECUTION**

##### **3.1 GENERAL**

A. The State of California along with other municipal, regional, local and federal agencies have issued permits, orders of conditions and strict regulations for construction in environmentally sensitive areas. In addition to any orders, the following restrictions apply:

1. Under no circumstance shall any equipment be allowed to operate (including grounding of vessels and storage of materials) in or on any of the adjoining grass beds, salt marshes,

or mudflats. In addition no equipment will be operated in such a manner as to cause damage to these areas.

2. Absolutely no release is allowed into any waterway of any petroleum product, epoxies, resins, admixtures, touch-up coatings, concrete, waste water of any kind, any foreign particular which is associated with any of the activities, or the like of the Contractor. Accidental releases shall be reported to the appropriate authority, ODR, and, if applicable, the Coast Guard. The Contractor assumes all responsibilities for fines or penalties levied and agrees to fully indemnify the Owner and ODR for any accidental, negligent or intention discharge of any foreign material into any waterway associated with the Work prescribed herein.
3. Prior to beginning any Work the Contractor shall submit, in writing, a contingency plan, subject to approval by the ODR, which will set forth the procedures to be followed in the event of an accidental release. This plan will require, as a minimum that the Contractor have on Work Site sufficient absorbent pads and booms to contain an accidental spill. Absolutely no Work shall begin on the Project until this plan has been approved by Owner and or the ODR.
4. Debris from construction operations is to be cleaned up on a regular basis and disposed of off Work Site at a properly designated facility at the Contractor's expense. Any floating debris and cuttings shall be contained in the Work area by floating booms and shall not be allowed to drift about any waterway. Organic debris (epoxies, etc.) are considered releases and shall be cleaned up immediately in accordance with the approved plan.
5. In the event that salt marsh or eel grass vegetation is destroyed in conjunction with the construction, it shall be replaced, at no cost to Owner, by a firm experienced in restoration of such vegetation.
6. Any materials stored or stockpiled on the Work Site will be assessed for its potential to create a run off problem. Such materials shall be stored and/or protected in such a way that run off from the stockpiles will not create a nuisance or damage down gradient resource areas. Any and all property located at or used in conjunction with this Project shall be returned to pre-construction conditions prior to completion of Project and release of demobilization retainage.

### **3.2 PROTECTION OF ENVIRONMENTAL RESOURCES**

A. The environmental resources within the Project boundaries and those affected outside the limits of permanent Work under this Contract shall be protected during the entire period of this Contract. The Contractor shall confine his activities to areas defined by the drawings and specifications.

B. Work and Staging Area Limits: Prior to any construction the Contractor shall mark the areas that are required to accomplish all Work to be performed under this Contract. Monuments and markers shall be protected before construction operations commence. The Contractor shall convey to his personnel the purpose of marking and/or protection of all necessary objects.

C. Disposal of Uncontaminated Solid Wastes: Solid wastes shall be placed in containers, which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination.

D. Disposal of Solid Waste by Removal from the Work Site: The Contractor shall transport all uncontaminated solid waste off of the Work Site and dispose of it in compliance with Federal, State and local requirements for solid waste disposal.

E. Disposal of Discarded Materials: Discarded materials other than those which can be included in the solid waste category will be handled as directed by the ODR. The Contractor shall comply with Title 40 CFR, Part 260-265.

F. Protection of Water Resources: The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. Special management techniques shall be implemented to control water pollution resulting from the construction activities, which are included in this Contract.

G. Protection of Fish and Wildlife Resources: The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to, and damage of fish and wildlife.

H. Protection of Air Resources: The Contractor shall keep construction activities under surveillance, management, and control to minimize pollution of air resources. All activities, equipment, processes, and Work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the California and all Federal emission and performance laws and standards. Ambient Air Quality Standards set by the U.S. Environmental Protection Agency, specifically as they apply in the State of California shall be maintained for all construction operations and activities. Special management techniques as set out below shall be implemented to control air pollution by the construction activities, which are included in this Contract.

I. Particulates: Dust particles, aerosols, and gaseous by-products from all construction activities, processing and preparation of materials shall be controlled at all times, including weekends, holidays and hours when Work is not in progress.

J. Hydrocarbons and Carbon Monoxide: Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to federal and California allowable limits at all times.

K. Odors: Odors shall be controlled at all times for all construction activities, processing and preparation of materials.

L. Protection of Sound Intrusions: The Contractor shall keep construction activities under surveillance, and control to minimize damage to the environment by noise. The Contractor shall use methods and devices to control noise emitted by equipment.

M. Ownership of any fuel on the Work Site at all times will be under the control of the Contractor. The Contractor will contact, coordinate and comply with any local, county, state or federally mandated regulations, codes or rules set forth regarding the storage, use and or disposition of any petroleum products. Under no circumstances are any permanent fuel facilities to be constructed on the Work Site. Any fuel spills shall be the sole responsibility of the Contractor.

### **3.3 POST CONSTRUCTION CLEAN UP**

A. The Contractor shall clean up all areas affected by construction to pre-construction conditions prior to completion of Project.

### **3.4 RESTORATION OF LANDSCAPE DAMAGE**

A. The Contractor shall restore all landscape features of staging, storing or other areas damaged or destroyed during construction operations outside the limits of the approved Work areas. Such restorations shall be in accordance with the plan submitted for the approval of Owner or the ODR. This Work will be accomplished at the Contractor's expense.

### **3.5 MAINTENANCE OF POLLUTION CONTROL FACILITIES**

A. The Contractor shall maintain all constructed facilities and portable pollution control devices for the duration of the Contract or for that length of time construction activities create the particular pollutants.

### **3.6 TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL**

A. The Contractor shall train his personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities to ensure adequate and continuous environmental pollution control.

### **3.7 ENVIRONMENTAL TRAINING**

A. Prior to start-up activities, Contractor shall participate in an on-site environmental training session conducted by the Owner's representative for all work crew expected to be on-site. The training would describe the sensitive resourced, how to avoid potential impacts, and ensure compliance with the environmental permits.

**END OF SECTION**

## SECTION 01630

### PRODUCT SUBSTITUTION PROCEDURES

#### PART 1 - GENERAL

##### 1.1 SUMMARY

A. This section describes the procedures which the Contractor must follow in order to request the substitution of materials, equipment, a product or components specifically identified in these Contract Documents. The procedures for such a request made prior to the submission of Bids (Approved Equal process) are different from the procedure for a request made after the submission of Bids.

##### 1.2 REQUEST FOR APPROVED EQUALS (PRIOR TO BID SUBMISSION)

A. This section pertains to requests for a substitution of product, equipment and/or material made by the Contractor prior to the submission of Bids.

B. It is understood that specifying a brand name or specific types of components, equipment and/or material in these Contract Documents shall not relieve the Contractor from its responsibility to furnish the end product in accordance with the warranty and contractual requirements. The bidder is responsible for notifying the Owner of any inappropriate brand names, or types of components and/or equipment that may be called for in these Contract Documents, and to propose a suitable substitute for consideration. If the phrase "or approved equal" is inadvertently omitted, it is implied after any brand name.

C. Unless otherwise specifically provided in the Contract Documents, reference to any equipment, material, article or patented process by trade name, make, or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition; and a bidder may, at its option, use any equipment, material, article, or process which, in the judgment of the Owner, is equal to that designated. To do so a bidder shall furnish, at its own expense, all test results, technical data, and background information required by the Owner in making the determination as to whether the proposed equipment, material or article or process, in the judgment of the Owner, is equal to that designated.

D. The Owner shall be the sole judge as to the comparative quality and suitability of alternative equipment, articles, material or process, and its decision shall be final.

E. Requests for Approved Equals must be received by the Owner, in writing or sent by fax to (415) 291-3388 to the attention of the WETA Operations Manager, no later than **5:00 p.m. 15 days before scheduled Bid opening**. No such requests will be considered by the Owner if received after this date. Any request for an Approved Equal must be fully supported with technical data, test results or other pertinent information as evidence that the substitute offered is equal to or better than the requirements of the Contract Documents. In addition, any test requirements in the Contract Documents that pertain to an item under consideration for Approved Equal must be submitted with the request for Approved Equal.

##### 1.3 PRODUCT SUBSTITUTIONS DURING CONSTRUCTION

A. For proposed product, equipment and/or material substitutions after Contract award, see General Provisions Section 00700, part 3.10.B.

B. Contractor is advised that approval for product substitutions after Contract award shall be difficult to obtain unless specified product, equipment or material is unavailable through no fault of Contractor.

#### **1.4 CONTRACTOR'S REPRESENTATION**

A. Requests for substitutions (Approved Equal and product substitution during construction) constitute a representation that Contractor:

1. Has investigated proposed product and determined it meets or exceeds, in all respects, specified product.
2. Will provide same warranty or longer warranty for substitution as for specified product.
3. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.
4. Waives claims for additional costs that subsequently become apparent.
5. Will pay costs of changes to Contract Documents, Drawings, details and Specifications required by accepted substitutions.

#### **1.5 USE OF APPROVED SUBSTITUTIONS**

A. Until Owner approves a substitution in writing, Contractor shall not use, furnish, install or have on Work Site any such materials or equipment.

**END OF SECTION**

## **SECTION 01700**

### **GENERAL SAFETY REQUIREMENTS**

#### **PART 1 - GENERAL**

##### **1.1 RELATED DOCUMENTS**

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Specification sections, apply to Work.

##### **1.2 SUMMARY**

A. The Work covered in this section consists of furnishing all plant, labor, equipment and appliances in performing all operations in connection with safety of persons and property during construction. The safety requirements specified in this section are in addition to those contained in the sections pertaining to the specific items of Work involved or indicated on the drawings. Where there is a conflict between the requirements of this section and sections pertaining to the specific items of Work, the requirements of this section shall govern. Specific requirements of this section include:

1. The Contractor shall provide safety controls for protection of persons and property in compliance with all applicable federal, state and municipal statutes, ordinances and/or regulations.
2. The Contractor shall maintain accurate records and report to Owner exposure data and all accidents.
3. The Contractor shall promptly correct noncompliance with safety provisions where they are observed or when notified.
4. The Contractor shall develop a safety program and submit Bids for effective accident prevention.
5. The Contractor shall attend Project Meetings relative to administration of the overall safety program.

##### **1.3 REFERENCES**

A. U.S. Army Corps of Engineers Engineer Manual (EM): Safety and Health Requirements Manual, EM 385-1-1, 2003 Edition

B. Occupational Safety and Health Act (OSHA)

#### **PART 2 - PRODUCTS (NOT USED)**

#### **PART 3 - EXECUTION**

##### **3.1 GENERAL SAFETY REQUIREMENTS - U.S. ARMY CORPS OF ENGINEERS MANUAL:**

A. The Contractor shall comply with all pertinent provisions of the Corps of Engineers Manual, EM 385-1-1, 2003 edition.

### **3.2 ACCIDENT PREVENTION**

- A. The Contractor shall comply with the California Occupational Safety and Health Act (Labor Code Section 6300 et seq.) and Title 8 of the Code of Regulations, and will also take, or cause to be taken, such additional measures as may be necessary for the prevention of accidents.
- B. Prior to commencement of Work the Contractor shall (1) submit proposals in writing for effectuating provisions for accident prevention, and (2) meet in conference with Owner to discuss and develop mutual understandings relative to administration of an overall safety program.
- C. During the performance of Work under the Contract, the Contractor shall institute controls and procedures for the control and safety of persons visiting the job-Work Site.
- D. The Contractor shall maintain an accurate record of, and shall report to Owner in writing, exposure data and all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment incident to Work performed under the Contract.
- E. WETA will notify the Contractor of any noncompliance with the foregoing provisions. The Contractor shall, after receipt of such notice, immediately take corrective action. If the Contractor fails or refuses to comply immediately, the matter will be referred to the proper authority. No part of the time lost due to any stop order issued by proper authority shall be made the subject or claim for extension of time or for extra costs or damages by the Contractor.
- F. Compliance with the provisions of this Section by Subcontractors will be the responsibility of the Contractor.

### **3.3 CONTRACTOR'S SAFETY PROGRAM**

- A. The Contractor shall have a written safety program in place for this Project. At a minimum, it shall include a drug and alcohol policy, accident reporting criteria and example forms along with an agenda for daily safety meetings safe operations practices for all trades associated in this Project.
- B. A safety officer shall as appointed by the Contractor and shall be charged with any and all safety activities relating to this Project.
- C. Owner and the ODR shall not be responsible for implementing and/or providing any safety training and/or direction regarding the Contractor's operations as they relate to the Project's safety.
- D. If the Contractor is a currently accepted participant in the Dredging Contractors of America (DCA)/United States Army Corps of Engineers (USACE) Dredging Safety Management Program (DSMP), as determined by the DCA/USACE Joint Committee, and holds a current valid Certificate of Compliance for both the Contractor Program and the Dredge(s) to be used to perform the Work required under this Contract, the Contractor may, in lieu of the submission of an Accident Prevention Plan (APP), make available for review, upon request, the Contractor's current Safety Management System (SMS) documentation, submit to WETA's ODR the current valid Company Certificate of Compliance for its SMS, submit the current dredge(s) Certificate of Compliance based on third party audit, and submit for review and acceptance, Work Site-specific addenda to the SMS as specified in the solicitation.



E. Accident Prevention Program: Within 5 calendar days after receipt of Notice to Proceed the Contractor shall furnish his Accident Prevention Program and three copies thereof to the ODR for review and approval. The program shall be prepared in the following format:

1. Administrative Plan
2. Job Hazard Analysis
3. A copy of company policy statement of accident prevention and any other guidance statements normally provided new employees.
4. When marine plant and equipment are in use the Contractor shall assure that oil transfer operations to or from his plant comply with all Federal, State, county, and Municipal laws, codes and regulations. Particular attention is invited to 33 CFR Subchapter 0, Pollution. The Contractor shall incorporate in his accident prevention program, sufficient information to demonstrate that all fuel transfers will be made in accordance with 33 CFR 156 and any other applicable laws, codes and regulations. (CENABEN 1984 APR)
5. The Contractor shall not commence physical work at the Work Site until the program has been approved by the ODR or his authorized representative. As an additional measure to implementation of the Accident Prevention Program, the Contractor shall meet with representatives of the ODR as soon as practicable after receipt of Notice to Proceed and before start of Work to discuss and develop a mutual understanding relative to administration of the overall safety program. Minutes of the meeting shall be prepared, signed by the Contractor and the ODR or his authorized representative. At the ODR's discretion, the Contractor may submit his Job Hazard Analysis only for the phases of construction. All remaining phases shall be submitted and accepted prior to the beginning of Work in each phase. EM 385-1-1, Section 1.

### **3.4 ACCIDENT INVESTIGATION AND REPORTING**

A. Accidents shall be investigated by immediate supervisor of the employee(s) involved and reported to Owner or the ODR within one Working Day after the accident. See paragraph 01.D, EM 385-1-1 of Reference 1.3.A.

B. The Contractor shall insure that all accidents which involve loss of life, occupational disease of the employee, injury incapacitating any person for normal Work beyond the day of injury, or damage to property, materials, supplies, or equipment, of \$1,000.00 or more, and which relate to the dredge, any attendant plant, the dredge working area, or the disposal area, shall be recorded, investigated, and reported to the ODR or his authorized representative.

C. Each accident shall be verbally reported to the ODR at the earliest practicable time, but within 24 hours. Each accident involving loss of life or traumatic injury to any person shall be reported to WETA ODR's inspector verbally, telephonically, or by radio immediately.

D. The Contractor shall promptly investigate each accident and submit a written, signed report on ENG Form 3394 to the ODR within 48 hours.

E. A factual record of each accident shall be entered in the Contractor's official daily log book.

### **3.5 DAILY INSPECTIONS**

A. The Contractor shall institute a daily inspection program to assure all safety requirements are being fulfilled. Reports of daily inspections shall be maintained in the Contractor's official daily log book. The reports shall be records of the daily inspections and resulting actions. Each report shall include, as a minimum, the following:

1. Phase(s) of construction underway during the inspection.
2. Locations of areas inspections were made.

B. Results of inspection, including nature of deficiencies observed and corrective actions taken, or to be taken, date, and signature of the person responsible for its contents.

**END OF SECTION**

**SECTION 01770**  
**CLOSEOUT PROCEDURES**

**PART 1 - GENERAL**

**1.1 SUMMARY**

A. This section describes Contract closeout procedures.

**1.2 SUBSTANTIAL COMPLETION**

A. Immediately prior to Substantial Completion for the Work or a portion of the Work Contractor shall schedule agency reviews as required for acceptability of Work.

B. When Contractor considers Work is substantially complete he shall submit written notice, with list of items to be completed or corrected.

1. List (Punch List): Format shall be pre-approved by ODR; in tabular form with each segment of Work identified and listed separately.

C. Within a reasonable time, ODR will inspect status of completion and may add to Punch List.

D. Should ODR determine Work is not substantially complete, Contractor will be promptly notified in writing, giving reasons.

E. Contractor shall remedy deficiencies and send a written notice as required in paragraph 1.2 B above

F. When ODR determine Work is substantially complete, a Certificate of Substantial Completion will be prepared.

**1.3 FINAL COMPLETION**

A. When Work is complete, submit written certification, including the post dredge survey, indicating final completion stating:

1. Work has been inspected for compliance with Contract Documents.
2. Work has been completed in accordance with Contract Documents and deficiencies listed in Punch List with Certificate of Substantial Completion have been corrected.
3. Final post dredge survey as required shows that all areas are within tolerance.
4. Equipment and systems have been tested in presence of Owner's representative and are operational.
5. Work is complete and ready for final inspection.

B. Special Submittals: In addition to Submittals required by Contract, submit following.

1. Provide Submittals required by governing authorities to governing authorities with copies included in Project Record Documents.
2. Submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.

#### **1.4 PROJECT RECORD DOCUMENTS**

A. Keep documents current; do not permanently conceal any Work until required information has been recorded.

1. Owner will provide Contractor with a separate set of Drawings to maintain for Project Record Documents.
2. Store reproducible Drawings, one set of Project Manual, and one copy of each Change Order for use as Project Record Documents separate from documents used for construction.
3. Indicate actual Work on Drawings; indicate actual products used in Project Manual, including manufacturer, model number and options.
4. Update Project Record Documents daily and allow for ODR inspection.

B. At Contract close-out submit documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor. Contractor shall submit As-Build documents to ODR in CD or DVD format acceptable to Owner, as well as (2) hard copies (one full size and one half size).

#### **1.5 MATERIAL AND FINISH DATA**

A. Provide data for any new materials or equipment furnished.

B. Submit two sets prior to final inspection, bound in 8-1/2" by 11" three-ring binders with durable plastic covers, clearly identified regarding extent of contents.

1. Electronic Format: Where available in electronic format, submit CD or DVD of material and finish data.

C. Arrange by Specification division and give names, addresses, and telephone numbers of Subcontractors and suppliers. List:

1. Trade names, model or type numbers.
2. Cleaning instructions.
3. Product data.

**END OF SECTION**