

**STRAWBERRY RECREATION DISTRICT**  
**STRAWBERRY CHANNEL MAINTENANCE DREDGING**  
**PROJECT, MILL VALLEY, CALIFORNIA**

Project: Strawberry Channel Maintenance Dredging  
Project

Owner: Strawberry Recreation District  
118 East Strawberry Drive  
Mill Valley, CA 94941  
Nancy Shapiro, General Manager  
Phone: 415-383-6494  
Email: [gm@strawberryrec.org](mailto:gm@strawberryrec.org)

Engineer: Anchor QEA, LLC  
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San Francisco, CA 94105  
Jaclyn Gnusti  
Phone: 415-361-5151  
Email: [jgnusti@anchorqea.com](mailto:jgnusti@anchorqea.com)



**PROJECT AUTHORIZATION**

**STRAWBERRY CHANNEL MAINTENANCE DREDGING  
PROJECT**

STRAWBERRY RECREATION DISTRICT  
MILL VALLEY, CALIFORNIA

OCTOBER 2022

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Nancy Shapiro  
General Manager

Strawberry Recreation District Board of Directors:

Pamela Bohner – Chair  
Cale Nichols –Vice Chair  
Alexander Johnson – Board Member  
Peter Teese – Board Member  
Jeff Francis – Board Member



## **ATTENTION BIDDERS**

### **A. MINORITY BUSINESS ENTERPRISE REQUIREMENT**

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

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.



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**STRAWBERRY RECREATION DISTRICT**

MILL VALLEY, CALIFORNIA

**NOTICE TO CONTRACTORS**

**INVITING SEALED PROPOSALS OF BIDS**

Sealed Proposals will be received by the Strawberry Recreation District located at 118 East Strawberry Drive in Mill Valley, CA 94941, until 10:00 AM, Friday, October 14, 2022. Electronic submittals will not be accepted. District staff will open and read proposals at 11:00 AM in the First Floor Meeting Room of the Strawberry Recreation District for:

Strawberry Channel Maintenance Dredging Project

**Project Description:** Maintenance dredging of the Strawberry Channel in Richardson Bay from the Sausalito Channel to the Cove Apartments harbor in Tiburon, California, by mechanical dredging methods for recreational boating use to minus 6 feet mean lower low water (mllw), plus 1 foot overdredge, in main channel, approximately 12,400 feet long and to minus 3 feet mllw plus 1 foot overdredge, **under and around** adjacent specified docks. Work will commence at the southerly end at Sausalito channel and proceed northerly through the termination point at the Cove Apartments and include the Cove Apartments harbor basin.

Work shall be done in accordance with official plans and specifications contained in this bid solicitation. Electronic copies of the plans and specifications can be requested by contacting Jaclyn Gnusti at Anchor QEA at [jgnusti@anchorqea.com](mailto:jgnusti@anchorqea.com).

The Engineer's estimate for this Project is: \$2.6 million or \$24 per cubic yard.

A Bid Bond in the amount of 10% of the total bid amount payable to the Strawberry Recreation District shall accompany the Proposal.

The successful bidder shall furnish a Payment Bond and a Performance Bond.

A non-mandatory pre-bid meeting will be held at 11:00 AM on Friday, October 7th, 2022, on Zoom. A link will be posted 48 hours in advance at the following website: <https://strawberry.marin.org/mtgagenda>



Award of contract, if awarded, will be to the lowest responsible bidder whose proposal complies with prescribed requirements, and will be within sixty (60) days after receipt of proposals. As set forth in Public Contract Code section 1103, a “responsible bidder” means a “a bidder who had demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract.” As set forth in Public Contract Code section 10162, any bidder who has been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of violation of law or a safety regulation will be rejected.

On July 1, 2014, the registration program under section 1725.5 of the California Labor Code went into effect. The program requires that all contractors and subcontractors who bid or work on public works project register and pay an annual fee to the California Department of Industrial Relations (“DIR”).

The Strawberry Recreation District 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.

The Contractor or his subcontractor shall also have a valid California Class A Contractors License Bidder must not have any pending disciplinary proceedings or investigations by the Contractors State Licensing Board. Additionally, the Contractor shall list three (3) similar projects it conducted within the past five (5) years that most closely relate to this Project in scope and work performed. Please provide, at a minimum, the project name, project owner, project owners’ point of contact (name and telephone number and/or email), dates of performance, volume of material dredged, and disposal location(s) used.

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 Strawberry Recreation District hereby notifies all bidders that it has an equal opportunity policy to ensure 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 Sections 1770, 1771 and 1774 of the California Labor Code, the successful



bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the State of California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project are available at the State of California Division of Labor Statistics and research web site at:  
[www.dir.ca.gov/dlsr/pwd/northern.html](http://www.dir.ca.gov/dlsr/pwd/northern.html)

Bidders shall promptly notify the person identified on the cover page of this bid invitation, in writing, about all labor classifications not listed in the prevailing wage determinations but necessary for the performance of the work described in the bid documents.

The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

The successful bidder/contractor, and each subcontractor shall keep accurate payroll records, and comply in all respects with Labor Code section 1776, including the timely response to written notices requiring copies of such records, as provided for in such section. In the event the contractor or subcontractor fails to comply within the ten day period, that contractor or subcontractor shall forfeit not more than one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, as provided by Labor Code section 1776(h).

### **Compliance with Executive Order N-6-22 – Russian Sanctions**

California joins the United States and other nations, states, and localities in condemning Russia's attacks on Ukraine. On March 4, 2022, **Governor Gavin Newsom issued Executive Order N-6-22(EO)** regarding sanctions against Russia and Russian entities and individuals.

The Executive Order directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. Government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

As a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S.

Department of Treasury website: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>.



Failure to comply may result in the termination of contractors, as applicable.



**STRAWBERRY RECREATION DISTRICT  
MILL VALLEY, CALIFORNIA**

**INSTRUCTIONS TO BIDDERS**

\*\*\*\*\*

- A. **ELIGIBILITY** - All bidders must be Contractors holding a valid California Class A Contractors License to perform the required work as provided by the Business and Professions Code, must be registered with the DIR, and may be required to submit evidence to the Strawberry Recreation District as to their ability, financial responsibility, and experience, in order to be eligible for consideration of their proposal. Bidders should not have any pending disciplinary proceedings or investigations by the Contractors State Licensing Board. Additionally, bidders should have completed (3) similar projects within the past five (5) years.
- B. **PROPOSAL GUARANTY** - All bids must be submitted on the proposal Form contained herein 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 Strawberry Recreation District. 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.
- C. **BID BONDS** - The Bid Bond of bidders, other than the successful bidder, may be retained by the Strawberry Recreation District 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 District 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.
- D. **BIDS AND BID OPENING** - Only the total bid amount will be read at the bid opening and not specific items. Bids are required for the entire work described herein, and neither partial nor contingent bids will be considered. Bidders will be at liberty to inspect and review the bids at the Strawberry Recreation District for the purpose of checking **after the bids have been publicly opened.**
- E. **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 Strawberry Recreation District at least one working day before bids are opened. In addition, all addenda will be faxed 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.

- F. TIME LIMIT AND LIQUIDATED DAMAGES - All dredging must take place within the dates set forth in governmental permits. Owner anticipates that permits will allow dredging to commence on or after June 1, 2023, and continue until and through November 30, 2023. Subject to permit date limitations, all work must be completed by November 30, 2023 and within 100 calendar days from date of commencement of work.

The Contractor shall pay to the Strawberry Recreation District the sum of **\$500** per each and every calendar day's delay in finishing the work beyond the date prescribed above. No work may be performed outside of permit allowance dates under any circumstances. It is understood that additional crews may be needed to complete the work within the timeline specified.

- G. LEGAL REQUIREMENTS - The attention of bidders is directed to the provisions of the specifications regarding legal relations and responsibility.
- H. SPECIFICATIONS - Questions regarding the bid packet and plan drawings and specifications shall be addressed to Jaclyn Gnusti, Anchor QEA LLC, by telephone 415-361-5151 or email [jgnusti@anchorqea.com](mailto:jgnusti@anchorqea.com). If questions are submitted via email, the subject line must read: "Strawberry Channel Dredging RFP." Questions will be answered by an Addendum during the time of bidding, which will be posted publicly at the following website: <https://strawberry.marin.org/about/procurements/>

Questions and answers will also be incorporated into the Contract. Any questions received less than three (3) days before bids close cannot be answered. Neither the District nor the Engineer will be responsible for any oral interpretations during the bidding period.

- I. CONTRACT DOCUMENTS - The Contractor whose bid is accepted shall furnish the following bonds to Strawberry Recreation District, at no expense to Strawberry Recreation District, executed by a responsible surety in a form acceptable to the Strawberry Recreation District:

- 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.

- J. EMPLOYEES AND NON-DISCRIMINATION - Attention is directed to the following 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)**

Your attention is called to the "Nondiscrimination Clause," set forth in Section 7-1.02I(2) of the State of California, California State Transportation Agency, Department of Transportation, Standard Specifications (hereinafter "Standard Specification") available at: <https://dot.ca.gov/-/media/dot-media/programs/design/documents/f00203402018stdspecs-a11y.pdf>, which is applicable to all- nonexempt state contracts and subcontracts, and to the "Standard California Non-discrimination Construction Contract Specifications" set forth therein. (California Code of Regulations, Tit. 2, § 11122.) The Non-Discrimination Construction Contract Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

During the performance of this contract, Contractor shall not discriminate against any employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. 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 hereunder, 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 Department of Fair Employment and Housing of the State of California. The Contractor shall forfeit, as a penalty, in addition to any other penalty provided by law, to Strawberry Recreation District, 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 Department of Fair Employment and Housing.

Contractor is required to provide equal employment opportunity for all person. Consequently, Contractor may be in violation of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) if a particular group is employed in a



substantially disparate manner, as set forth in the Standard Specifications, Section 7-1.02I(2).

APPRENTICESHIP - Attention is directed to the provisions in Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

- K. 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 worker 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 Strawberry Recreation District.

Attention is directed to Section 7-1.02(K)(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 State of California Division of Labor Statistics and research web site at [www.dir.ca.lmnve/dlsr/pwd/northern.html](http://www.dir.ca.lmnve/dlsr/pwd/northern.html). Changes, if any, to the general prevailing wage rates will be available at the same location.



## **BID PROPOSAL**

### **STRAWBERRY CHANNEL MAINTENANCE DREDGING PROJECT**

The Undersigned, as Bidder, doing business under the firm name of:

Name of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

Place of Residence \_\_\_\_\_

#### **Strawberry Recreation District**

118 E. Strawberry Drive, Mill Valley, CA 94941

Having carefully examined your Invitation for Bids, Instructions to Bidders, Specifications and Drawing and the Addenda listed below, and having examined the site of the work and all conditions affecting it, the undersigned proposes to furnish all labor, materials, plant, equipment and services and to perform all work necessary and incidental to the work as described in strict accordance with the above documents including Addenda numbered for consideration of the unit prices and extensions set forth in the following schedule:

<b><u>Base Bid:</u></b>				
Dredging Area	Quantity	Unit	Unit Price	Extension
A (The Cove)	20,330	Cubic yards	\$ _____	\$ _____
B (Inner Channel)	60,600	Cubic yards	\$ _____	\$ _____
C (Outer Channel)	26,800	Cubic yards	\$ _____	\$ _____
Total Bid in \$:				\$ _____
Total Bid in words: _____				

The undersigned agrees that, if this Proposal is accepted, the undersigned will execute a Contract with the **Strawberry Recreation District Project Co-Sponsor, RP Maximus Cove Owner, LLC (The Cove)**, within seven (7) days from the date of the mailing of the notice of award to the bidder to the address given by him.



The undersigned Bidder understands and agrees that, **The Cove** shall be solely and exclusively liable for payment for dredging operations in Dredge Area A, for and for one-half of dredging operations in Dredge Area C, without recourse to **Strawberry Recreation District**.

If the Proposal is accepted, the undersigned agrees to start work between June 1, 2023 and June 30, 2023, pending securing the regulatory permits and authorizations. It is also agreed that all work included in the specifications and drawing shall be completed within 100 calendar days from date of commencement of work or on or before November 30, 2023, whichever date occurs first.

The undersigned proposes, upon award of the Contract, to furnish a Performance Bond in the amount of one hundred percent (100%) of the amount of the Contract and a Payment Bond in the amount of one hundred percent (100%) of the amount of the Contract.

As a guarantee that the terms of this Proposal will be complied with, the undersigned submits herewith a Proposal guarantee in the amount of ten percent (10%) of the total bid, an executed Fair Employment Practices Certificate, and executed statement of subcontractors and an executed Non-Collusion Affidavit.



## **ADDENDA ACKNOWLEDGEMENT**

All Addenda bound with the specifications or issued during the time of bidding are included in this proposal. Receipt of the following Addenda and date thereof is acknowledged.

Addendum #1 \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum #2 \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum #3 \_\_\_\_\_ Dated: \_\_\_\_\_



## **STATEMENT OF SUBCONTRACTORS**

**For**

### **STRAWBERRY RECREATION DISTRICT MAINTENANCE DREDGING PROJECT**

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 District within three (3) working days of notice of award, the District 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 Strawberry Recreation District.

It is hereby agreed that the undersigned, as bidder, shall furnish a faithful Performance Bond of the total amount of this proposal and a Payment Bond in the amount of one hundred percent (100%) of the total amount of this proposal to the Strawberry Recreation District and at no expense to said Strawberry Recreation District, in the event that this proposal is accepted by said Strawberry Recreation District.

### **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.



## LIST OF SUBCONTRACTORS

The bidder shall here give a list of his proposed subcontractors. The information presented below must embrace the names and addresses of all subcontractors and a description of the work to be performed by each.

<u>SUBCONTRACTOR &amp; ADDRESS</u>	<u>LICENSE NUMBER</u>	<u>DESCRIPTION OF WORK</u>
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_____	_____	_____
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_____	_____	_____
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_____	_____	_____
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**NOTE:**

Failure to comply with the listing requirements of the California Public Contract Code may deem a bid non-responsive.

No substitution or additions may be made without prior approval.

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



## VERIFICATION OF SITE VISIT

The bidder hereby verifies that he/she has visited the Strawberry Recreation District facility at  
118 East Strawberry Drive, Mill Valley, California on \_\_\_\_\_, 2022  
and has inspected the planned project dredging areas.

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



(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 STRAWBERRY RECREATION DISTRICT

\_\_\_\_\_, 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. The bidder further certifies that he has \_\_\_\_, has not \_\_\_\_, on file at each establishment affirmative action programs pursuant to 41 CFR 60-2.

**Note:** The above certifications are 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 (EE0-1) 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.

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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: The certification of this provision is a material representation of fact upon which reliance was placed. Providing false information may result in criminal prosecution, administrative sanctions, or termination of the Contract.

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 INCLUDE A SIGNED DEBARMENT AND SUSPENSION CERTIFICATION FOR EVERY SUBCONTRACTOR LISTED IN THE BID. FAILURE TO INCLUDE SUBCONTRACT CERTIFICATION MAY DEEM A BID NON-RESPONSIVE**

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

The Contractor may submit the signed SUBCONTRACTOR DEBARMENT AND SUSPENSION CERTIFICATION form(s) up to 48 hours after the bid opening.



## 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 therefore 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 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 \_\_\_\_\_, 2022, at \_\_\_\_\_, California.

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

2. I am a licensed Contractor possessing the following license, the number of which is \_\_\_\_\_, the license expiration date is \_\_\_\_\_, 20\_\_\_\_.

I declare under penalty of perjury that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 CODES**

### **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.

Note: The above Statement 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.

## **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 noncorporate 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.



## BID BOND

### STRAWBERRY RECREATION DISTRICT STRAWBERRY CHANNEL MAINTENANCE DREDGING PROJECT

KNOW ALL PERSONS BY THESE PRESENTS, that Strawberry Recreation District ("District"), a municipal corporation located in the County of Marin, State of California, has received a Proposal from \_\_\_\_\_, (hereinafter designated as "PRINCIPAL"), whereby PRINCIPAL agrees to enter into a Contract with the District for the improvements more particularly described in all documents forming the complete Contract entitled STRAWBERRY CHANNEL MAINTENANCE DREDGING PROJECT which said complete Contract is hereby referred to and made a part hereof; and

WHEREAS, said PRINCIPAL is required to furnish a bond in connection and with said Proposal, provided that if said PRINCIPAL fails or refuses to enter into said Contract, the Surety of this bond will pay the District the amount hereinafter set forth.

NOW, THEREFORE, we the PRINCIPAL and \_\_\_\_\_, as Surety, are held and firmly bound unto Strawberry Recreation District in the penal sum of \$ \_\_\_\_\_, lawful money of the United States, being not less than ten percent (10%) of the estimated Contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said PRINCIPAL, his/her/its heirs, executors, administrators, successors or assigns, shall fail to enter into said Contract, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond a reasonable attorney's fee in such suit, which fee shall be fixed by the Court.

AS FURTHER TERMS OF THIS BOND, IT IS UNDERSTOOD AS FOLLOWS:

- (a) If said Proposal shall be rejected, or in the alternative;
- (b) If said Proposal shall be accepted and the PRINCIPAL shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said proposal) and shall furnish a bond for his/her/its faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Proposal; then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.



The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the District may accept such Proposal; and said Surety does hereby waive notice of any such extension.

PROVIDED FURTHER, that no final settlement between the District and PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOTE: To be signed by PRINCIPAL And Surety and acknowledgment and Notarial seal attached.

(SEAL)

\_\_\_\_\_  
PRINCIPAL

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

\_\_\_\_\_  
SURETY

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Address of Surety)



Accompanying this proposal is \_\_\_\_\_

(Notice: Insert the words "Cash \$ \_\_\_\_\_",  
"Cashier's Check", "Certified Check," or "Bid Bond.") in the 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.

**ADDENDA:** This Proposal is submitted with respect to the changes to the contract included in  
addenda numbers \_\_\_\_\_  
(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.

**SIGN HERE:**

Signature of Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_ Business Phone No.: \_\_\_\_\_

Place of business: \_\_\_\_\_

Place of residence: \_\_\_\_\_



## **GENERAL PROVISIONS**

### **A. DEFINITIONS AND TERMS**

**DISTRICT:** District shall mean the Strawberry Recreation District, acting as the public entity awarding this contract by action of the Board of Directors sitting as the governing body.

**STANDARD SPECIFICATIONS:** Standard Specifications shall mean the Standard Specifications of the State of California, Business, Transportation and Housing Agency, Department of Transportation (Caltrans), dated 2018, available at: <https://dot.ca.gov/-/media/dot-media/programs/design/documents/f00203402018stdspecs-a11y.pdf>.

**STANDARD PLANS:** Standard Plans shall mean the standard plans of the State of California, Business and Transportation Agency, Department-of Transportation, dated 2018.

**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 2018, available at <https://storage.googleapis.com/proudcity/marindpwca/uploads/2021/11/2018-UCS-Complete-Set.pdf>.

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

Regulatory permits and authorizations.

Project Plans.

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.

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.



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, "Bidding," 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, except the amount shall be ten (10%) percent of the final amount of the completed work. As an exception to the warranty, the Required Dredge Elevation for each Dredge Area shall be exempt from the warranty after final payment is made.

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 Strawberry Recreation District.

The Contractor further agrees, that within ten (10) calendar days after being notified in writing by the Strawberry Recreation District 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 Strawberry Recreation District 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 Strawberry Recreation District 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

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

Attention is directed to the provisions of Section 3 of the Standard Specifications, "Contract Award and Execution," and the following provisions:

The District 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.

In the State's Standard Specification, Section 3-1.04, "Contract Award," is amended to read:

**3-1.04 Contract Award** - If the District awards the contract, the award is made to the lowest responsive, responsible bidder within sixty (60) days of opening bids. The District may extend the award period if the Bidder agrees.

All bids will be compared on the base bid amount.

Upon execution of the contract by the Contractor and the Strawberry Recreation District, the Contractor shall furnish the Strawberry Recreation District (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 District, in writing, three (3) calendar days in advance of the time that he plans to commence work.

Reference is made to Section 8 of the Standard Specifications, Prosecution and Progress, which provisions, except as modified herein, shall apply in case of failure to complete the work within the time limits specified.

Contractor's failure to complete the work or any part thereof in the time agreed upon in the Contract, or within such extra time as may have been allowed for delays or extensions granted as provided in the Contract, damage will be sustained by the District and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the District will sustain in the event of and by reason of such delay, and it is therefore agreed that the Contractor will pay to the District the sum of \$500 per day for each and every calendar day, including Saturdays, Sundays and holidays, that the Contract



remains uncompleted after the date required for completion; and it is agreed that said amounts will be deducted from any moneys due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of working days specified, the Project Engineer shall have the right to increase the number of working days or not, as he may deem best to serve the interest of the District, and if he decides to increase said number of working days, District shall further have the right to charge to the Contractor, his heirs assigns, or sureties and to deduct from the final payment for the work all or any part, as he may deem proper, of the actual cost of engineering, inspection, superintendent, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, except that cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work beyond the time named in the special provisions for the completion of the work caused by acts of God or of the public enemy, fire, floods, tidal waves, earthquakes, epidemics, quarantine restrictions, strikes, labor dispute, shortage of materials and freight, 17 embargoes, provided that the Contractor shall notify the Project Engineer in writing of the causes of delay within 5 days from the beginning of any such delay. The Project Engineer shall ascertain the facts and the extent of the delay, and his findings thereon shall be final and conclusive.

Contractor shall not be assessed liquidated damages for delay in completion when such delay was caused by failure of the Strawberry Recreation District or the owner of any utility to provide for removal or relocation of existing utility facility

It shall be within the authority of the Project Engineer to decide whether or not an increase in the number of working days will be granted and his decisions shall be final and conclusive on both parties to the contract and if such increase is granted, the Contractor will not be assessed with liquidated damages nor the cost of engineering and inspection during such increase.

E. SCOPE OF WORK

Reference is made to Section 4 of the Standard Specifications.

F. PROGRAMMING OF WORK

The Contractor is alerted that another contractor will be working at the site at the same time. Within one (1) week after the signing of the contract, the Contractor shall submit to



the District, in chart form, a practical schedule of operations, giving the estimated times that each part or class of work will be or has been started or completed (including procurement of materials, plant and equipment). The schedule must be legible. The Contractor may be required to adjust elements of his/her schedule at the District's direction.

G. CONTROL OF WORK

Reference is made to Section 5 of the Standard Specifications.

H. CONTROL OF MATERIALS

Reference is made to Section 6 of the Standard Specifications.

I. 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.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded.

The contract price 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 District, as to any tax on labor, services, materials, transportation or any other items furnished pursuant to this contract.

The Contractor and all Subcontractors under the Contractor shall pay all workers on Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as



determined by Director of the State of California Department of Industrial Relations, are available on the internet at: <http://www.dir.ca.gov>.

The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

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 District 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.

Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records (“**CPR(s)**”) to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations (“**DIR**”). Labor Code section 1771.1(a) states the following:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

Contractor shall ensure that Contractor and all “subcontractors” (as defined by Labor Code section 1722.1), comply with Labor Code section 1725.5, including without limitation the



registration requirements with the Department of Industrial Relations that are set forth in Labor Code section 1725.5. Contractor represents to the Court that all "subcontractors" (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5. Contractor shall not permit any Subcontractor to perform Work on the Project, without first verifying the Subcontractor is properly registered with the DIR as required by law, and providing this information in writing to the Court. Contractor acknowledges that, for purposes of Labor Code section 1725.5, this Work is public work to which Labor Code section 1771 applies.

Contractor and all subcontractors shall comply with the compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by DIR. Labor Code section 1771.4 requires Contractor and subcontractors to provide electronic copies of CPRs to the Labor Commissioner of California at least once every 30 days, and within 30 day of project completion, the failure to timely provide the CPRs could result in penalties of up to \$5,000, or as otherwise determined by Labor Code section 1771.4, applicable laws, and regulations.

The District 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.

It shall be the responsibility of Contractor to ensure compliance with the provisions of Labor Code section 1776.

ARBITRATION: Section 9-1.22, "Arbitration," of the Standard Specifications is amended to read:

Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of said regulations. A Complaint in Arbitration by the Contractor shall be made not later than 180 days after the date of service in person or by mail on the Contractor of the final written decision by the Strawberry Recreation District on the claim.

NOTICE OF POTENTIAL CLAIM: Section 5-1.43A "Potential Claims and Dispute Resolution" of the Standard Specifications is amended to read:

5-1.43B Initial Potential Claim Record. - The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the District, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless he shall have given the District due 5-1.43B written notice of potential claim as hereinafter specified. Compliance with this Section 5-1.43B4 shall not be a prerequisite as to matters within the scope of the protest provisions in Section 4- 1.05, "Changes and Extra Work," or Section 8-1.07, "Delays," or the notice provisions in Section 4-106, "Differing Site Conditions," or Section 8-1.10, "Liquidated



Damages," nor to any claim which is based on differences in measurements or errors of computation as to contract quantities.

The written notice of potential claim shall be submitted to the District prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the District, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim.

The written notice of potential claim shall be submitted on Form CEM-6201 furnished by the Strawberry Recreation District and shall be certified with reference to the California False Claims Act, Government Code Sections 12650- 12655. The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Unless the amount of the potential claim has been stated in the written notice, the Contractor shall, within 15 days of submitting said notice, furnish an estimate of the cost of the affected work and impacts, if any, on project completion. Said estimate of costs may be changed or updated by the Contractor when conditions have changed. When the affected work is completed, the Contractor shall submit substantiation of his actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of said notice of potential claim.

It is the intention of this Section 5-1.43B that differences between the parties arising under and by virtue of the contract be brought to the attention of the District at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

Should the Contractor, in connection with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the Strawberry Recreation District that pertain to the potential claim, Contractor shall make its records of the project, as deemed by the Strawberry Recreation District to be pertinent to the potential claim, available to the Strawberry Recreation District for inspection and copying.

#### J. PROSECUTION AND PROGRESS

Reference is made to 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 District.



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 District, 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.

K. 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. Payment

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.

Reference is made to Section 9, "Payment," of the Standard Specifications and the following provisions:

- a. The Strawberry Recreation District may withhold from any estimate due the Contractor, a sum sufficient to protect the Strawberry Recreation District from loss on account of (a) defective work not remedied, (b) claims filed or reasonable evidence indicating probable filing of claims, (c) failure of Contractor to make payments properly to subcontractors, or for material or labor, (d) a reasonable doubt that the contract can be completed for the balance then unpaid, or (e) damage to another Contractor on the project, which amounts withheld will be paid upon removal of grounds for withholding payment.
- b. **The Cove** shall be exclusively responsible for payment of costs related to dredging of Dredge Area A for payment of one-half (1/2) of costs related to dredging of Dredge Area C. Contractor shall invoice **The Cove** directly for **The Cove's** share of dredging costs.



Attention is directed to the prohibitions and penalties pertaining to unlicensed Contractors as provided in Business and Professions Code Section 7028.15a: and 7031.

## **PARTIAL PAYMENTS**

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 District and/or Cove shall submit to the Contractor, on Strawberry Recreation District forms, an estimate of the total amount of work accomplished with backup evidence (See SC.29 Payment), 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 District and/or Cove, the Contractor shall submit a covering invoice to the District and/or Cove, and upon receipt of the covering invoice District and/or Cove will promptly schedule payment.

Invoices may be emailed:

The Cove Apartments:

Mac Goodhart: [mgoodhart@maximusrepartners.com](mailto:mgoodhart@maximusrepartners.com) and  
[accounting@thecoveattiburon.com](mailto:accounting@thecoveattiburon.com) with copy to

Barbara Wambach: [blwambach@comcast.net](mailto:blwambach@comcast.net)

Strawberry Recreation District:

Nancy Shapiro: [gm@strawberryrec.org](mailto:gm@strawberryrec.org) with copy to

Barbara Wambach: [blwambach@comcast.net](mailto:blwambach@comcast.net)

## **Final Payment**

Upon satisfactory completion of the work, the District shall submit to the Contractor a final estimate of all work accomplished. The Contractor shall then submit his final invoice to the Strawberry Recreation District, and the District will then recommend acceptance of the work. Notice of Completion will be filed and retention of monies will be made to the Contractor upon acceptance of the work as required by the laws of the State of California relating to the mechanic's liens. All monies due in excess of the retention shall be paid to the Contractor upon acceptance of the work by the District.



Retention planned at 5% for each for The District (Dredging Area B and 50% of Dredging Area C) and for The Cove (Dredging Area A and 50% of Dredging Area C).

All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

In the absence of a formal claim filed by the Contractor, the final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefor.

Section 9-1.17D, "Final Payment and Claims," of the Standard Specifications is amended to read:

**9-1.17D Final Payment and Claims.**-After acceptance by the District, the District will make a proposed final estimate in writing of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the proposed final estimate. The Contractor shall submit written approval of the proposed final estimate or a written statement of all claims arising under or by virtue of the contract so that the District receives such written approval or statement of claims no later than close of business of the thirtieth day after receiving the proposed final estimate. If the thirtieth day falls on a Saturday, Sunday or legal holiday, then receipt of such written approval or statement of claims by the District shall not be later than close of business of the next business day. No claim will be considered that was not included in the written statement of claims, nor will any claim be allowed as to which a notice or protest is required under the provisions in Section 4- 1.05, "Changes and Extra Work," or Section 8-1.07, "Delays," or the notice provisions in Section 4-106, "Differing Site Conditions," or Section 8-1.10, "Liquidated Damages," and Section 5-1.43A "Potential Claims and Dispute Resolution" unless the Contractor has complied with the notice or protest requirements in said sections.

On the Contractor's approval, or if he files no claim within said period of 30 days, the District will issue a final estimate in writing in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the District will pay the entire sum so found to be due. Such final estimate and



payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9- 1.21, "Clerical Records."

If the Contractor within said period of 30 days files claims, the District will issue a semifinal estimate in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the Strawberry Recreation District will pay the sum so found to be due. Such semifinal estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided in Sections 9-1.21, "Clerical Records."

Claims filed by the Contractor shall be in sufficient detail to enable the District to ascertain the basis and amount of said claims. If additional information or details are required by the District to determine the basis and amount of said claims, the Contractor shall furnish such further information or details so that the information or details are received by the District no later than the fifteenth day after receipt of the written request from the District. If the fifteenth day falls on a Saturday, Sunday or legal holiday, then receipt of such information or details by the District shall not be later than the close of the next business day. Failure to submit such information and details to the District within the time specified will be sufficient cause for denying the claim.

The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The District or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the District to determine the facts or contentions involved in the claims. Failure to permit access to such records shall be sufficient cause for denying the claims.

Claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code, Section 12650 et. Seq., the undersigned,

---

(Name)



\_\_\_\_\_ of  
(Title)

\_\_\_\_\_  
(Company)

hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

Dated \_\_\_\_\_

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

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

Failure to submit the notarized certificate will be sufficient cause for denying the claim. Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the Strawberry Recreation District at its discretion.

Any costs or expenses incurred by the Strawberry Recreation District in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the Strawberry Recreation District within the meaning of the California False Claims Act.

The General Manager of the Strawberry Recreation District will make the final determination of any claims which remain in dispute after completion of claim review by the District. A board or person designated by said General Manager of the Strawberry Recreation District will review such claims and make a written recommendation thereon to the General Manager. The Contractor may meet with the review board or person to make a presentation in support of such claims.

Upon final determination of the claims, the District will then make and issue [its](#) final estimate in writing and Within 30 days thereafter the Strawberry Recreation District will pay the entire sum, if any, found due thereon. Such final estimate shall be



conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.21 "Clerical Records."

2. Alternate Withholdings

The Contractor may elect to receive 100% of payments due under this contract, without retention of any portion of the payment by the Strawberry Recreation District, excepting withholdings as set forth in Paragraph K. 1. If the Contractor elects to receive full payments, he shall at his own expense and, at the time of contract award, deposit securities equivalent to 5% of the award amount with the Strawberry Recreation District. Such securities, if deposited by the Contractor, shall be valued by the Strawberry Recreation District's Auditor, whose decision on valuation of the securities shall be final.

L. INDEMNITY AND INSURANCE REQUIREMENTS

For the purpose of this Section L, "Indemnity and Insurance Requirements", and this section only, "Strawberry Recreation District" shall mean both the District and the public entity awarding this contract by action of the Board of Directors sitting as the governing body of such public entity.

1. Indemnity

To the maximum extent allowed by law and consistent with Civil Code Section 2782, Contractor shall effectively defend, indemnify, and hold harmless Strawberry Recreation District, its officers, agents, and employees, from any liability as a consequence of any willful act or 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 harmless Strawberry Recreation District, its officers, agents, and employees, Anchor QEA, LLC and if a co-sponsor of the project, The Cove, 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. The duty to defend shall include, but is not limited to, the payment of court costs, expert witness fees, and attorney's fees.

Consistent with Civil Code Section 2782, this provision does not impose upon Contractor liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole negligence, or willful misconduct of Strawberry Recreation District, its agents, servants, or employees, Anchor QEA, LLC, or The Cove, or for defects in design furnished by those persons. In addition, consistent with



Civil Code Section 2782, this provision neither imposes upon Contractor, nor relieves the District of, liability arising from the active negligence of the District.

In those instances where the Strawberry Recreation District 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 Strawberry Recreation District 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 with limit of \$1,000,000. If there is an exposure of injury to employees under 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 Strawberry Recreation District, The Cove, and [Anchor QEA, LLC](#) for all claims arising out of such an injury.

### b. Minimum Limits of Insurance

Contractor shall maintain limits of no less than:

- i. General Liability: General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance has a general aggregate



limit, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit. Should any of the work involve any owned or operated watercraft, liability arising out of such watercraft shall be insured by Commercial General Liability Insurance or by equivalent insurance such as Protection and Indemnity Insurance.

- 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.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Strawberry Recreation District. At the option of the Strawberry Recreation District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Strawberry Recreation District or the Contractor shall provide a financial guarantee satisfactory to the Strawberry Recreation District 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 Strawberry Recreation District, its officials, employees and volunteers, [Anchor QEA, LLC](#) and if applicable, The Cove, and their respective officers and employees, 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 Strawberry Recreation District'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 Strawberry Recreation District, its officials, employees or volunteers, The Cove, [Anchor QEA, LLC](#), and their respective officers and employees. Any insurance or self-insurance maintained by the Strawberry Recreation District shall be excess of the



Contractor's insurance and shall not contribute with it.

- iii. The workers' compensation policy is to contain or be endorsed to contain the following provision: The workers' compensation policy shall contain a waiver of subrogation in favor of the Strawberry Recreation District.
- iv. Contractor shall advise District 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

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 Strawberry Recreation District 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. Companies writing the insurance under this article shall be licensed to do business in the State of California or be permitted to do business under the Surplus Line Law of the State of California.

g. Verification of Coverage

Contractor shall furnish the Strawberry Recreation District with original signed certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Strawberry Recreation District or on other than the Strawberry Recreation District's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Strawberry Recreation District **before work commences**. The Strawberry Recreation District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

h. Subcontractors

Contractor shall require all its subcontractors to name Contractor and Strawberry Recreation District, Anchor QEA, LLC and if applicable, The Cove, as additional insureds under its general liability policy and Contractor shall require all its subcontractors to furnish separate certificates and endorsements. All coverages for subcontractors shall be subject to all of the requirements



stated herein. Contractor shall be responsible for collecting and verifying the evidence of insurance from its subcontractors

M. FORCE ACCOUNT AND EQUIPMENT RENTAL

Attention is directed to the provisions of Section 9-1.04, "Force Account" of the Standard Specifications.

N. 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 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 District, 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. **Reserved.**



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 District 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. **Reserved.**
6. **Reserved.**
7. **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.

8. **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 nm-on of storm water or runoff of spills. Floating equipment shall be fueled offsite.

For onsite fueling of vehicles or land-based equipment, 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.

9. **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.

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.

O. FINAL CLEANUP

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

The project area shall be left in a neat and clean condition. Additionally, the project area shall be left in a neat and clean condition upon completion of the project prior to final inspection by the Project Engineer. Final cleanup is to include restoration of existing facilities damaged or removed in the course of construction pursuant to the provisions of Section 15 of the Standard Specifications and these Special Provisions.

P. FINAL INSPECTION

When the work covered by the project is substantially completed the Contractor shall notify the District, 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 District 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.



Q. AUTHORITY OF DISTRICT 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 District 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 District, whose decision shall be final.

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.

R. OVERTIME, WEEKEND WORK, AND LEGAL HOLIDAYS

Strawberry Recreation District inspection personnel will be available as required during normal working hours from 8:00 A.M. to 5:00 P.M. In the event that Contractor wishes to schedule overtime work after 5:00 P.M. or before 8:00 A.M. or District holidays, he shall make arrangements with the District at least forty-eight (48) hours in advance of such overtime work. In the event that the District 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. At no time shall work take place outside of workday, time or calendar date limits which may be set forth in the governmental permits for the Project.

District offices shall be closed on holidays including: 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. RESERVED.

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 therefor.

U. RESERVED.

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

7104. Contracts for digging trenches or excavations, including; 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 District. The further operations of the Contractor with respect to the find will be decided under the direction of the District.

X. RESERVED.

Y. SPECIAL CONDITIONS ("SC.1" THROUGH "SC.30" INCLUSIVE) SPECIFIC TO STRAWBERRY CHANNEL DREDGING MAINTENANCE PROJECT

**PART 1 PROJECT OVERVIEW**

**SC.01 Scope**

The Work consists of furnishing all labor, materials, equipment, and services to perform all operations in connection with maintenance dredging of Strawberry Channel and disposal of dredged sediment as indicated on the Contract Drawings and/or as specified herein.

**SC.02 Plan Sheets (Drawings)**

All Work shall be in accordance with this Specification and the Contract Drawings:



STRAWBERRY RECREATION DISTRICT – STRAWBERRY CHANNEL  
MAINTENANCE DREDGING by Anchor QEA, LLC, dated September 2022.

Plan Sheets are included in Appendix A.

**SC.03 Definitions**

**Dredge Area:** There are three (3) distinct Dredge Areas in this project: Dredge Area C (Outer Channel), Dredge Area B (Inner Channel), and Dredge Area A (The Cove).

**Channel Dredge Footprint:** Horizontal dredging extents within the channel in which the Contractor is responsible for removing all sediment to the Required Dredge Elevation. The Channel Dredge Footprint is defined as the toe of cut at the channel.

**Dock Dredge Footprint:** Horizontal dredging extents under the dock and within the dock offset areas in which the Contractor is responsible for removing all sediment to the Required Dredge Elevation

**Dredge Template:** The total area of permitted dredging. The Dredge Template is composed of the horizontal extents defined by the Channel Dredge Footprint, Dock Dredge Footprint, Side Slopes, and the vertical extents defined by Maximum Pay Overdredge Elevation. There shall be no dredging conducted outside of the Dredge Template unless approved or directed by the Owner.

**Excessive Dredging:** Sediment outside of the Dredge Template (with the exception of naturally occurring Side Slope Slough Material) and/or below the Allowable Overdredge Elevation, which is the maximum dredging elevation permitted.

**Hard Material:** Any material requiring dredging that cannot be cut and removed using standard dredging equipment and instead requires boring or other specialized methods and tools for cutting and removal. In the event that the Contractor encounters Hard Material within the Dredging Limits during dredging activities, the Contractor shall immediately notify the Owner.

**Incidental Debris:** Debris excavated as part of the dredging process, including any solid waste materials other than sediment, such as logs, wire, cable, steel, anchors, lumber, trash, and concrete.

**Maximum Pay Overdredge Elevation:** An elevation below the Required Dredge Elevation that will be the maximum elevation to which sediment is permitted to be removed to ensure that the Required Dredge Elevation is achieved. The Maximum Pay Elevation for this project is one (1) foot below the Required Dredge Elevation in all instances. This is the maximum dredging elevation permitted. Sediment removed from between the Required Dredge Elevation and the Maximum Pay Overdredge Elevation will



be payable volume. Sediment may not be removed from below the Maximum Pay Overdredge Elevation, or the Contractor may be subject to regulatory fines.

**Owner:** The Strawberry Recreation District is the project Owner. The Cove Apartments will be the project co-sponsor and thus will be included with the District in the title “Owner.”

**Project Site (Site):** The designated Dredge Template, as well as adjacent facilities, including the facility’s pier and other structures in the immediate vicinity of the Dredge Template.

**Regulatory Permits:** Formal authorizations issued by the regulatory agencies with jurisdiction over the Work related to dredging and disposal operations in and near open water, specifically the U.S. Army Corps of Engineers (USACE), Bay Conservation and Development Commission (BCDC), and the Regional Water Quality Control Board (RWQCB). Regulatory Permits are processed by the respective agencies and acquired by the Owner. These permits are included in Appendix B.

**Required Dredge Elevation:** The elevation above which the Contractor is required to remove all sediment. The Channel Dredge Footprint and the Dock Dredge Footprint have different Required Dredge Elevations.

**Side Slope:** The area between the outer edge of the Dredge Footprint (Channel and Dock) at the Required Dredge Elevation (toe of cut) and the intersect point (daylight) at existing grade where Slough Material is expected to be generated.

**Slough Material:** Sediment or other material from the Side Slope that sloughs into the Dredge Footprint (Channel and Dock) as a result of making a vertical cut to grade. The Side Slopes will be measured and paid to a maximum slope of 3 horizontal to 1 vertical (3H:1V) for payment purposes, which is the anticipated approximate natural angle of repose of the sediment. See Appendix C for grain size information to assist with estimating potential angle of repose in the field.

#### **SC.04     Schedule**

All dredging must take place within the dates set forth in governmental permits. The Owner anticipates permits will allow dredging to commence on or after June 1, 2023 and continue until and through November 30, 2023. Subject to permit date limitations, all Work must be completed in calendar year 2023 and within 100 calendar days from date of commencement of Work.



### **SC.05 Time of Work**

The Contractor will be allowed to work between the hours of 7:00 a.m. and 8:00 p.m., Mondays through Fridays and between the hours of 9:00 a.m. and 5:00 p.m. on Saturdays. No night, Sunday, or holiday work will be allowed.

## **PART 2 SITE CONDITIONS**

### **SC.06 Character of Sediment to be Dredged**

- A. Maintenance Dredging Sediment: Composite sediment samples collected in June 2022 was 94.8% to 96.8% fines, which consisted of clay between 27.2% and 32.1% and silt between 63.3% and 67.6% with the remainder being very fine-grained sands. All Dredge Areas are considered maintenance and were last dredged in 2014; however, the Owner cannot guarantee that deposits of other materials or foreign objects will not be encountered. The Contractor shall satisfy themselves before bidding as to the nature of the sediment to be dredged. Sediment grain size and core logs are included in Appendix C: Grain Size and Core Logs.
- B. Hard Material: The removal of material defined herein as Hard Material is not included under this Contract. Hard Material is defined as material requiring blasting or the use of specialized equipment for its economical removal. Hard Material includes boulders, debris, or difficult materials too hard or large to be removed in one (1) piece by the dredge. If the Owner directs in writing that encountered Hard Material be removed, the Work shall be done and an adjustment in the Contract price and/or the time for completion will be made in the manner provided in the Agreement.

### **SC.07 Incidental Debris**

Although not anticipated, it is possible that some Incidental Debris will be encountered during dredging. Incidental Debris is defined to include human-made substances of any size (e.g., cables and anchor chains) or natural materials (e.g., rocks) that are large enough to be retained on a 12-inch × 12-inch screen. Incidental Debris is not suitable for disposal at SF-11 and shall be removed or separated from the sediment and disposed separately at an approved off-site location. The Contractor is responsible for proper disposal and cost associated with Incidental Debris.



### **PART 3 ENVIRONMENTAL CONSIDERATIONS**

#### **SC.08 Regulatory Permits**

The Owner has obtained the following permits for the dredging and disposal Work, which are included in Appendix B: Regulatory Permits.

- Regional Water Quality Control Board (RWQCB) 401 Water Quality Certification
- San Francisco Bay Conservation and Development Commission (BCDC)
- U.S. Army Corps of Engineering (USACE) Section 10 and Section 404 Permit

These permits and the conditions contained therein are incorporated as conditions of this Contract by reference. The Contractor shall familiarize themselves with all requirements of the regulatory permits and authorizations. Any failure to meet permit requirements for construction, as stipulated by the permits and authorizations, shall be the Contractor's sole responsibility.

#### **SC.09 Environmental Work Windows**

The permitting agencies have determined the work window (allowable work period) for dredging at the Site is between June 1 and November 30.

#### **SC.10 Environmental Protection Requirements**

- A. The Contractor shall provide and maintain environmental protective measures during the life of the Contract. The Contractor shall also provide environmental protective measures required to correct conditions, such as oil spills or debris, that occur during dredging operations. The Contractor shall comply with federal, state, and local regulations pertaining to water, air, and noise pollution.
- B. The Contractor shall comply with regulations pertaining to the protection of eelgrass habitats. This shall include, but not be limited to, the use of silt curtains while conducting dredge activities in the outer channel.
- C. Intentional overflow of decant water in the Bay is not permitted from the scows, per the USACE permit.

#### **SC.11 Eelgrass Protection**

Due to the proximity of eelgrass beds to the Site, the Owner is required to perform a Pre-Dredge Eelgrass Survey prior to dredging. If eelgrass is found within the Dredge Footprint (Channel and Docks) or within 250 meters of the Dredge Footprint (Channel and Docks), specific measures may be required during dredging to prevent or minimize negative



impacts on the eelgrass beds and additional compensation will be negotiated between the Owner and the Contractor. It is anticipated that, at a minimum, a silt curtain will be required between Stations 0+00 and 7+00 during periods of active dredging.

## **PART 4 DREDGING OPERATIONS**

### **SC.12 Contractor Submittals**

The Contractor is responsible for providing the following submittals as part of the Work, without additional compensation.

#### **A. Submittals Prior to Construction**

##### **1) *Dredging Operations Plan and Solid Debris Management Plan***

The Contractor shall prepare a Dredging Operation Plan (DOP) and Solid Debris Management Plan (SDMP) in compliance with requirements included in the USACE permit.

These plans must be submitted to the Owner no less than four (4) weeks prior to dredging. The Owner will submit all items to the agencies for approval. No Work shall begin until the DOP and SDMP have been approved in writing by USACE, RWQCB, BCDC, and California Department of Fish and Wildlife (CDFW).

Once accepted/approved by regulatory agencies, all dredging work shall be completed in compliance with the DOP and SDMP. If there are any changes to the DOP or SDMP, the Contractor must notify the Owner prior to making the change in the DOP and obtain written approval from the Owner prior to implementing the change.

##### **2) *Environmental Protection and Monitoring Plan***

The Contractor shall prepare and submit an Environmental Protection and Monitoring Plan no less than one (1) week prior to dredging commencement. The purpose of the plan is to describe methods that would be used by the Contractor prior to and during dredging to prevent substance or sediment spills or other impacts to the environment. After it is accepted by the Owner, the Environmental Protection and Monitoring Plan shall be maintained at the Site at all times during the Work. At a minimum, it shall contain the following:

- Water quality control section



- Methods that will be used to monitor the scows for uncontrolled leakage during loading and transport of dredged sediment
- Methods for preventing polluted runoff from dredge plant and other equipment from entering the local waterbodies
- A Spill Prevention Control and Countermeasures (SPCC) section for fuel, oil, lubricants, etc.

### *3) Health and Safety Plan*

The Contractor shall prepare a site-specific Health and Safety Plan (HASP) and submit it to the Owner no less than one (1) week prior to mobilization at the Site. The HASP shall detail arrangements to provide for the health and safety of the Contractor's employees and subcontractors, the Owner and Owner's representatives who visit the Site, and the public. The intent of the HASP is to reduce the exposure of chemical and physical hazards that could be encountered or present during project activities (as required in relevant regulations and statutes, including, but not limited to, those of the Occupational Safety and Health Administration and U.S. Coast Guard [USCG]). The Contractor shall submit the HASP to the Owner, who will review it for general information and for overall consistency with Site requirements, but the Owner will not approve the document in any fashion.

### *4) Notifications*

The Contractor is responsible for making the following notifications:

- To USCG in writing, alerting them of the schedule of Work, planned equipment and its positioning, radio telephone frequencies, Work start and completion dates, and any other information required by the USCG, as described in the USACE permit. Additionally, the Contractor shall give sufficient notice of the start and anticipated end of dredging and disposal operations per USCG regulations to allow publication of the Notice to Mariners.
- To the Owner, no less than five (5) days prior to mobilization on Site
- To USACE regarding commencement and completion of in-water portions of the Work (dredging and disposal), as required in the USACE permit



B. During Construction

1) *Quality Control Reports*

The Contractor shall prepare Quality Control (QC) reports and submit to the Owner on a schedule agreed to in writing between the parties hereto at the commencement of the Work.

Each QC report shall include the following information for the period covered by the report:

- Start time and end time of each shift during the period covered by the report
- Names and titles of all crew and visitors on Site during each shift
- Dimensions of the area dredged for that period and cumulative area to date, including a reference map indicating the Dredge Area (hatched, shaded, or similar)
- Estimate of the total volume dredged that for that period and total project volume dredged to date
- Elevation of dredging achieved
- Summary of other significant details of the Work, including, but not limited to, weather, health and safety incidents, notable spills, equipment maintenance, notable debris, scheduled down-time, and unforeseen delays

2) *Progress Surveys*

The Contractor must perform and submit to the Owner Progress Surveys on a no-less-than-weekly basis, as described in SC.13, B.

3) *Disposal Site Verifications Logs*

The Contractor must complete a weekly Disposal Site Verification Log (DSVL) and submit it to USACE each Monday prior to 6:00 a.m. local time, as specified in the USACE permit. The DSVL shall be in the format provided by USACE and shall update all disposal (placement) work through midnight of the previous Friday.

**SC.13 Hydrographic Surveys**

- A. The Contractor shall self-perform and provide the Owner with Progress Surveys on a no-less-than-weekly basis to demonstrate compliance with the Contract documents



and Regulatory Permits. These surveys can be multi-beam or single beam and encompass all areas dredged since the last Progress Survey. If single beam, the sounding lines shall be at no more than twenty-five (25) foot increments and perpendicular to the Station Line, with the interval between soundings on each line at no more than ten (10) feet apart. If multi-beam, the survey line plan will be sufficient in that one hundred (100) percent overlap of the multibeam swath is achieved over the Site (all data will be duplicated in overlapping swaths). Regardless of survey method, the survey shall be in compliance with the USACE Manual Hydrographic Surveying (publication number EM 1110-2-1003; published November 30, 2013) or better (i.e., more accurate).

- B. The Owner will provide the following surveys:
- One (1) Pre-Dredge Survey of all Dredge Areas
  - One (1) Post-Dredge Survey of Dredge Area C (Outer Channel)
  - One (1) Post-Dredge Survey of Dredge Area B (Inner Channel) and Dredge Area A (The Cove)
- C. Each of the Owner-provided surveys will be performed by eTrac, Inc., a licensed, professional third-party surveying firm. Hydrographic survey procedures will be performed using multi-beam methods and will conform to Class 1 criteria as described in the USACE Manual EM 1110-2-1003.
- D. The horizontal position of soundings for all surveys shall be stated in California State Plane Coordinates, Zone III, North American Datum of 1983 (NAD83), U.S. Survey Foot. Vertical elevations will be referenced to the mean lower low water (MLLW) datum at the locality.
- E. The Pre-Dredge Bathymetric Survey will encompass each Dredge Area and will be used as the basis for calculating the volume eligible for payment within the Dredge Template for this Contract. The total available volume will also be reported to the agencies with the Contractor's DOP submittal, per permit requirements. This survey will be performed approximately one (1) month prior to the start of dredging and submitted to the agencies by the Owner as required by the Regulatory Permits. The Pre-Dredge Survey information will be provided to the Contractor as a PDF survey map and in electronic XYZ format.
- F. The Post-Dredge Bathymetric Surveys will encompass each completed Dredge Area and will be used to determine if the Required Dredge Elevations were achieved and as the basis for calculating volume eligible for payment from within the Dredge Template by comparing to the Pre-Dredge Survey and Post-Dredge Survey. The



total volume within the Dredge Template will also be calculated by eTrac for payment and reporting to the agencies in a closure report, per permit requirements.

- G. The Contractor must provide notice to the Owner no less than 7 days prior to the completion of dredging so that the Owner can coordinate the Post-Dredge Survey on or shortly after the final day of dredging. Post-Dredge Survey information will be provided to the Contractor as a PDF survey map and in electronic XYZ format.

#### **SC.14 Mobilization and Demobilization**

The full cost of mobilization and demobilization of all project labor, materials, tools, equipment, insurance, licenses, taxes, transportation, and any related services necessary to mobilize and demobilize dredging equipment and labor to and from the Site shall be included in the unit rate for dredging. The contracted unit rate shall include full compensation for one (1) mobilization to the Site, demobilization, and final cleanup of the Site after completion and acceptance of all dredging Work.

Upon completion and acceptance of the Work, the Contractor shall promptly remove all furnishings, including the dredge plant, materials, debris, and ancillary equipment and facilities placed or used by them under the Contract, in navigable waters or on shore.

#### **SC.15 Dredged Sediment Disposal Site**

The Contractor shall be responsible for the disposal of all dredged sediment into the USACE authorized disposal site off Alcatraz, known as SF-11, as specified in the permits. The deposit of dredged sediment in unauthorized sites is forbidden.

SF-11 is an authorized disposal site located in the central San Francisco Bay north of San Francisco. All dredged sediment disposal operations at SF-11 must be in compliance with the permits and DOP, including, but not limited to, the following requirements:

- A. Unless directed otherwise by the Owner, the Contractor shall place all dredged sediment as described in the approved DOP. Any deviation from this plan must be approved by the Owner in advance.
- B. Stockpiling of dredged sediment or Incidental Debris at the Site or hauling of the sediment or debris via trucks from the Site is not permitted. All sediment and debris must be transported from the Site via floating scows (barges).
- C. The Contractor becomes the owner of, and is responsible for, dredged sediment and debris once it is dredged to be loaded on a scow for transport.
- D. The Contractor must comply with all permit conditions regarding scow overflow restriction requirements.



- E. Any dredged sediment that spills, sloughs, or is lost from the scow at any time while loading, transporting, or offloading may be subject to corrective action as directed by the regulatory agencies, at the Contractor's sole expense.
- F. All rubbish, garbage, and other discarded materials resulting from dredging and disposal operations shall be retained in containers until removed by the Contractor for proper upland disposal. All chemical waste, such as oil and grease, shall be retained by the Contractor in special tanks until it can be properly disposed of at a permitted upland disposal facility that can accept such waste, at no additional cost to the Owner. Handling, transport, and disposal of all non-sediment materials is incidental to the work for dredging and disposal.

#### **SC.16 Interference with Navigation**

The Contractor will be allowed to leave equipment in the Work area Monday through Saturday. The Contractor shall remove equipment from the Work area on Saturdays when no work is occurring and on all Sundays to prevent interference with navigation. Overnight, the Contractor is expected to moor or dock their equipment in such a manner as will permit passage of an ordinary-sized pleasure vessel, leaving a minimum navigable clearance of 15 feet on at least one (1) side of the Contractor's equipment.

#### **SC.17 Time for Completion**

All work must be completed as described in SC.4 and SC.9. In case the Work must be suspended due to a regulatory agency constraint or constraints, and without fault or delay by the Contractor for such suspension, the time for completion will be extended by an amount of time at least equal to that lost due to the time the constraint or constraints were in effect and consideration shall be given to any time that might be required for re-mobilization.

#### **SC.18 Dredging Plant**

The Contractor's dredging plant, equipment, labor, and materials shall not be removed from the Site prior to completion and acceptance of the Work without written permission from the Owner.

Dredging equipment must meet the following requirements:

- A. All dredging equipment shall be of appropriate size and efficiency to achieve the project objectives given the dimensions and configuration of the harbor and dock facilities.
- B. All floating equipment and vessels shall be certified as sea-worthy by the USCG prior to mobilization at the Site, and documentation of such may be requested.



- C. All dredging must be performed using a mechanical-type dredge, at least two (2) scows, and at least one (1) tug to transport scows to the disposal site.
- D. The dredge bucket must be designed to maintain enclosure of sediments when being raised through the water column and to minimize, to the maximum extent practical, the generation of suspended sediments during bucket lowering, closing, and raising in the water column.
- E. All dredging equipment must have the applicable GPS or other tracking hardware that adheres to all permitting agency requisites.
- F. The floating platform, scows, and associated equipment must be maintained to meet the requirements of the Work, including the prompt repair of equipment failures.
- G. Bottom dump scows shall have tightly sealing doors and compartments to minimize leakage of sediment. Any scow that exhibits more than minor leakage shall be removed from this project until satisfactory repairs are made.
- H. All scows must have markings identifying the draft measurement. The Contractor must also supply an ullage table (i.e., displacement table) for each scow used during dredging that can be used to equate draft to total tonnage located in the scow.
- I. All tow/tugboats used for propelling scows and other equipment must be equipped with GPS navigational equipment, radar, corrected compass, at least two (2) marine VHF radios approved for site use by the Owner, and depth sounding equipment, which is to be maintained in good operating condition during each tow.
- J. Lights must be installed on floating equipment during periods of restricted visibility. Lights must also be provided for buoys, resuspension controls, or other activity markers that could endanger or obstruct navigation. Lights must be provided for equipment being used to perform the Work, even when not in use. Lighting shall conform to USCG requirements for visibility and color.
- K. The Contractor must comply with all state and local diesel equipment requirements at the Site.

#### **SC.19 Tide Gauges**

The Contractor shall set tide gauges using MLLW datum at various locations along the Channel so that a tide gauge is visible at all times to the dredge operator.

#### **SC.20 Removal/Repair of Private Docks**

The Contractor shall dredge under and around all the docks as shown in the Project Plans, without removing the docks. Docks are defined as both shore parallel and shore



perpendicular floating structures. If any dock owner desires their dock to be removed for dredging or repaired or replaced, the work will be done outside of this Contract and shall be conducted and paid for between the dock owner and the Contractor. The Strawberry Recreation District and the Cove Apartments shall have no liability if such dock removal and repairs are undertaken. Private dock dredging work shall not extend time for completion of the Strawberry Channel maintenance dredging work, which is the subject of this Contract.

#### **SC.21 Protection of Existing Structures and Vessels**

- A. The Contractor must apply reasonable and proper care in the preparation and execution of the Work to avoid damage to vessels and to ensure the stability and integrity of piling, piers, bulkheads, floats, gangways, utilities, navigation markers, buoys, and other structures lying within or adjacent to the Site as they may be jeopardized by the operations of dredging or moving or mooring of equipment. The Contractor shall not allow partial dredging under any dock that results in the dock being only partially floating when low tide occurs.
- B. The Contractor is responsible for all costs associated with damages resulting from the conduct of the Work or the moving or mooring of their equipment. Repairs to private docks or vessels shall be made at the dock or vessel owner's request and at/by a repair facility chosen by the dock or vessel's owner. All repairs are subject to approval of the dock or vessel owner and must be performed to the dock or vessel owner's satisfaction. Final completion will not be approved until all damages by the Contractor have been repaired to previous conditions (or better) and to the Owner's satisfaction.

#### **SC.22 Misplaced Sediment**

- A. The Contractor shall provide for the proper and safe transportation of all dredged sediment in compliance with all project permits. The Contractor shall place the dredged sediment into suitable scows for transport to SF-11.
- B. Should the Contractor, during the progress of the Work, lose, dump overboard, throw overboard, sink or misplace any sediment, debris, plant, machinery, or appliance, that in the Owner's opinion may be dangerous to or obstruct navigation or may be otherwise objectionable, the Contractor shall recover and remove it promptly. The Contractor shall give immediate notice, with description and location of such obstructions, to the Owner and, when required, shall mark or buoy such obstructions until they are removed. Should the Contractor refuse, neglect, or delay compliance with this requirement, such obstructions may be marked and/or removed by the Owner, and the cost of such marking and/or removal may be deducted from



any money due or to become due the Contractor or it may be recovered under the Performance Bond.

- C. The Contractor will be solely responsible for any resulting penalties, fines, or fees resulting from spillage of dredged sediment outside of the Dredge Template and as directed by the permit conditions.

### **SC.23 Dredge Template**

Dredging shall not extend beyond the Dredge Template, which is defined by the parameters described below. The Contractor shall exercise caution when working close to the slopes to prevent bank, bulkhead, or other structural failure; undercutting of banks or structures beyond their stable slope into virgin (undredged) sediment will not be permitted.

- A. Horizontal Extents: The required horizontal extent of the Dredge Template which includes the Channel Dredge Footprint and the Dock Dredge Footprint. The widths and boundaries of the dredge footprints are shown on the Contract Drawings. In areas where docks are present, the Channel Dredge Footprint shall be bounded by the seaward edge of docks located adjacent to the channel.
- B. Vertical Extents: The required vertical extent of the Dredge Template is the Required Dredge Elevation in the channel, under the docks and within the dock offset, which is shown in Appendix A: Plan Sheets. The maximum allowable vertical extends are the Maximum Pay Overdredge.
- C. Side Slopes: The Contractor may directly dredge in the Side Slope but is not required to remove sediment from the Side Slopes. Material that sloughs from the Side Slopes into the Channel Dredge Footprint and the Dock Dredge Footprint shall be removed to achieve the Required Dredge Elevations for acceptance of the Post-Dredge Survey. Dredge sediment that sloughs from the Side Slopes will be paid up to a maximum of 3 horizontal to 1 vertical (3H:1V) for the total Site. This slope is the anticipated natural angle of repose of the sediment; however, actual Side Slope angles may vary. The Side Slope volume is included in the dredging Bid Item quantities.
- D. Excessive Dredging: The Contractor will not be paid for Excessive Dredging as defined in SC.03 and will be responsible for any regulatory agency fees and/or fines incurred as a result. Sloughing of Side Slopes is not considered Excessive Dredging.

### **SC.24 Dredge Template Exceptions**

After award, the Owner will direct the Contractor as to the location of seven (7) docks within the Site area that require special dredging consideration due to their layout with the



channel. The Contractor must contact these dock owners no less than five (5) days prior to dredging at these sites to coordinate dredging access. See Appendix D for a listing of all dock numbers and associated addresses.

#### **SC.25 Cleanup Dredging**

The Contractor is required to remove all sediment that sloughs into the Dredge Footprint (Channel and Dock) from adjacent slopes. Additionally, the Contractor is advised to perform cleanup dredging (i.e., a second dredging pass) in the vicinity of Stations 42+00 through 51+00 within Dredge Area B, as sloughing has been historically observed in this location. There will be no additional compensation for cleanup dredging.

#### **SC.26 Estimated Quantity**

The following dredging volumes were calculated from the March 29, 2022, hydrographic survey by eTrac Engineering. The volumes include the total quantity of sediment within the Dredge Template, including volume to be dredged to the Required Dredge Elevations within the channel, under docks, within the dock offsets, Side Slopes, and Maximum Pay Overdredge. The volumes include additional contingency volume to account for sediment accretion between the time of survey and the time of dredging. Therefore, actual dredging volumes may be less or greater, as determined by the Pre-Dredge Survey.

Dredge Area	Volume to be Dredged (cubic yards)		
	Channel	Docks	Total
Dredge Area C (Outer Channel)	26,800	0	26,800
Dredge Area B (Inner Channel)	57,100	3,500	60,600
Dredge Area A (The Cove)	20,080	250	20,330

No allowance will be made for payment purposes for dredging below the overdepth depth.

#### **SC.27 Removal of Boats**

Individual homeowners will be responsible for removal of boats from adjacent docks. It will be the responsibility of the Contractor to notify the Engineer one (1) week in advance of any boats that have not been relocated and are at risk of disrupting dredge activities.



## **SC.28 Method of Measurement**

- A. The Work will be reviewed and accepted by Dredge Area, as defined in SC.29. The Contractor must notify the Owner regarding anticipated Dredge Area completion as described in SC.13. The Engineer will review the Owner-provided Post-Dredge Survey to make a determination whether dredging has been completed successfully to the required lines and grades, and within tolerances specified, or sufficiently to achieve the project objective.
- B. The Contractor must achieve the Required Dredge Elevations in all parts of Dredge Area C, Dredge Area B and adjacent docks, and Dredge Area A and adjacent docks, or as deemed complete at the discretion of the Owner, and have properly transported the dredged sediment to SF-11 in order for the dredging portion of the Work to be accepted as complete. DSVLs must be provided showing that all dredged sediment was transported to and disposed properly at SF-11. The Contractor will be required to remove any shoals or lumps disclosed by the Post-Dredge Survey to acceptable tolerances before any segment is accepted as complete, at the sole discretion of the Engineer.
- C. Measurement will include quantification of all sediment removed from the Dredge Template of Dredge Area C, Dredge Area B, and Dredge Area A, including sediment that has sloughed from the Side Slopes to a maximum allowable Side Slope Slough Material slope of 3H:1V. Additional Side Slope Slough Material shall not be the basis of claims for additional compensation.
- D. If the Work has not been satisfactorily completed, the Contractor shall resume dredging to correct the condition, and another Post-Dredge Survey will be performed by the third-party surveyor. The costs of additional Post-Dredge Surveys resulting from the Contractor's failure to properly complete the Work will solely be the responsibility of the Contractor and may be deducted from any money due or to become due the Contractor or it may be recovered under the Performance Bond.

## **SC.29 Payment**

- A. Partial payment for each Dredge Area may be made at the Contract unit rate for volume of sediment removed as described in the General Conditions. The Contractor must include evidence of requested volume for pay with partial payment requests, such as DSVLs or Progress Surveys.
- B. Final and complete payment for each Dredge Area will be made at the Contract unit rate for volume of sediment removed calculated by comparison of the Pre-Dredge



Survey and Post-Dredge Survey for volume of sediment removed from the Dredge Template within each Dredge Area.

- C. Upon the Engineer's acceptance of each Dredge Area, the Owner will make payment (subject to the Contract's retention provision) to the Contractor for each Dredge Area as accepted, and the Owner will release the Contractor from further dredging obligation on said Dredge Area. The intent is to pay and release the Contractor from Work performed that might change due to bank sloughing or sedimentation after they have completed their Work except where coming and going of the Contractor's equipment for up-channel work has backfilled otherwise completed dredging.

### **SC.30 Private Work**

No private work, such as dock replacement or repair, is part of this Contract. However, it is contemplated that, in conjunction with the Channel maintenance dredging, some individuals owning private docks along the Channel may wish to have their docks replaced or repaired. Any and all costs, responsibilities, and liabilities associated with such work will be borne exclusively by the individual dock owners.



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



## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2022,  
by and between the STRAWBERRY RECREATION DISTRICT, [**and, if Agreement includes Zone A, its project co-sponsor, the Cove Apartments**], 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

1. 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 therefore entitled, "STRAWBERRY CHANNEL MAINTENANCE DREDGING PROJECT." Contractor shall furnish all materials, labor and equipment and perform the work for the Maintenance Dredging (sometimes hereinafter called the "work") at a site in the vicinity of Richardson Bay, all in accordance with the attached specifications and drawing titled "**STRAWBERRY RECREATION DISTRICT - STRAWBERRY CHANNEL MAINTENANCE DREDGING PROJECT**" by Anchor QEA, LLC, dated \_\_, all of which are hereby made a part hereof and, together with any Addenda, constitute the entire Agreement between the Contractor and the Owner covering the work. Contractor agrees to perform the work for the Maintenance Dredging in strict compliance with said plans, specifications and contract documents. All work performed will be subject to the approval of the Owner or its authorized representatives.
2. "Owner's Representative" or "Owner's Representatives" shall mean such person or persons as may be duly authorized by Owner to act in a representative capacity for the Owner in matters covered by this Agreement. The words "as directed", "as permitted", "as decided" and words of like effect, shall mean that the correction, permission or requirement of the Owner's Representative is intended. Similarly, the words "approved", "acceptable", "satisfactory" and words of like import shall mean approved by, acceptable to or satisfactory to the Owner's Representative.
3. The Work shall be commenced on June 1, 2023 (pending securing the permit), and completed by November 30, 2023.
4. The Contractor represents that he has examined all the Contract Documents listed above and has fully acquainted himself with all conditions relative to the work at the site, of the work and its surroundings and assumes the risk of any variances between the actual conditions relevant to the work and those set out in the Contract Documents. The Contractor represents that he has made all investigations essential to the full understanding of the difficulties that may be encountered in



performing the work, and is familiar with local labor requirements, prevailing wage rates and general working conditions in the area. Having fully acquainted himself with the work, the site of the work, its surroundings and all risks in connection therewith, the Contractor assumes full and complete responsibility for completing the work in accordance with the Contract Documents and for the compensation and within the time provided herein.

## **ARTICLE II. COMPENSATION**

1. All Federal, State and local taxes are included in the contract price.

### Payment Schedule:

Zone B \_\_\_\_\_ Dollars(\$ \_\_\_\_\_) (Inner Channel)

Zone C \_\_\_\_\_ Dollars(\$ \_\_\_\_\_) (Outer Channel)

Zone A \_\_\_\_\_ Dollars(\$ \_\_\_\_\_) (Cove Apartments)



### **ARTICLE III. MODIFICATIONS AND AMENDMENTS**

1. Any change in the provisions of this Agreement or the Specifications or Drawings made subsequent to the execution of this Agreement, except changes in the work and price pursuant to the Specifications, shall be made by formal Amendments executed and approved in the same manner as this Agreement.
2. All changes and additions to this Agreement or the Specifications or Drawing made prior to the execution of this Agreement through Addenda are listed below; if no changes or additions are listed, it is agreed that none were made.

ADDENDA:

### **ARTICLE IV. COMPONENTS OF THIS AGREEMENT**

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  
PROPOSAL & SPECIAL PROVISIONS AND CONTRACT DOCUMENTS FOR  
STRAWBERRY CHANNEL MAINTENANCE DREDGING PROJECT;
3. The accepted proposal of Contractor;
4. Plans entitled:  
  
PLANS FOR CONSTRUCTION OF  
STRAWBERRY CHANNEL MAINTENANCE DREDGING PROJECT;
5. This Agreement
6. Performance, and Payment Bonds
7. General Liability, Automobile Liability and Workers' Compensation Insurance, all as required pursuant to specifications.



IN WITNESS WHEREOF, two 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.

**STRAWBERRY RECREATION DISTRICT**

Address \_\_\_\_\_

By: \_\_\_\_\_ (PRINT NAME)

\_\_\_\_\_ (SIGNATURE)

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

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

**COVE APARTMENTS [IF BID PROJECT INCLUDES ZONE A]**

Address \_\_\_\_\_

By: \_\_\_\_\_ (PRINT NAME)

\_\_\_\_\_ (SIGNATURE)

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

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



**CONTRACTOR**

Firm: \_\_\_\_\_

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

By: \_\_\_\_\_ (PRINT NAME)

\_\_\_\_\_ (SIGNATURE)

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

IN WITNESS WHEREOF, two 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.

STRAWBERRY RECREATION DISTRICT

\_\_\_\_\_  
Nancy Shapiro, General Manager

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
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 Strawberry Recreation District, hereinafter called the DISTRICT, 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 District, necessary to perform and complete in good workmanlike 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.

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

\_\_\_\_\_ SEAL

\_\_\_\_\_ SEAL

\_\_\_\_\_ SEAL  
Principal

\_\_\_\_\_ SEAL  
Surety



## PAYMENT 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 Strawberry Recreation District, hereinafter called the DISTRICT, 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 District, 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.



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

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
Principal SEAL

\_\_\_\_\_  
Surety SEAL







APPENDIX A

PLAN SHEETS



# STRAWBERRY CHANNEL 2023 MAINTENANCE DREDGING PROJECT

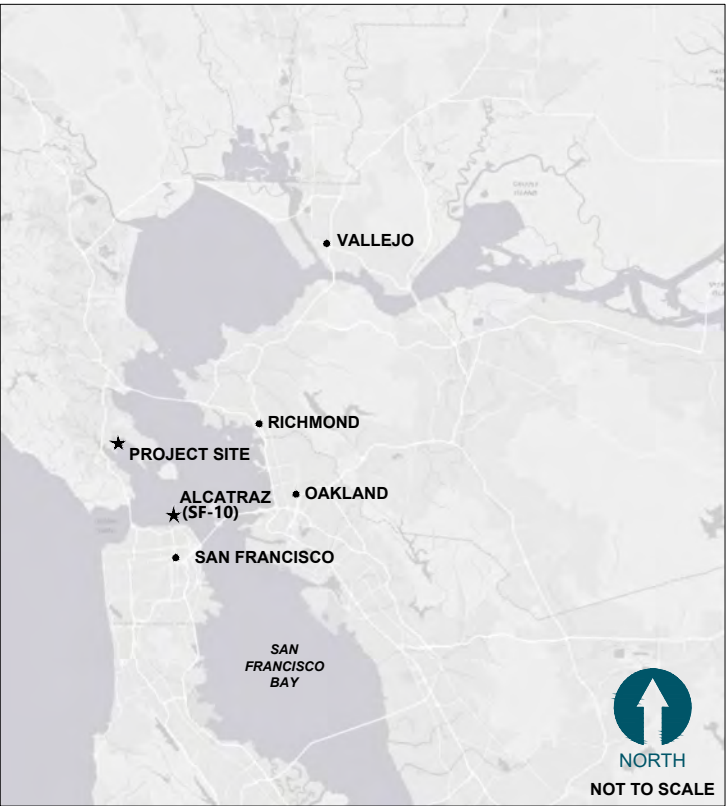
## STRAWBERRY RECREATION DISTRICT



NOTE: AERIAL PHOTO ACQUIRED FROM BING MAPS.

DRAWING INDEX		
SHT #	DWG #	TITLE
1	T01	TITLE SHEET
2	C01	DREDGE PLAN OVERVIEW
3	C02	DREDGE PLAN (1 OF 3)
4	C03	DREDGE PLAN (2 OF 3)
5	C04	DREDGE PLAN (3 OF 3)
6	C05	TYPICAL SECTIONS AND DETAIL, DREDGE AREAS B AND C
7	C06	TYPICAL SECTION, DREDGE AREA A

ABBREVIATIONS	
D	DOCK
THE COVE	RP MAXIMUS COVE OWNER, LLC
EX	EXISTING
EL	ELEVATION
FT	FEET
H	HORIZONTAL
MLLW	MEAN LOWER LOW WATER
NAD	NORTH AMERICAN DATUM
TYP	TYPICAL
V	VERTICAL



PLAN INTENDED TO BE VIEWED  
IN COLOR. ADJACENT BLOCK IS  
"BLUE"

ONE INCH  
AT FULL SIZE, IF NOT ONE  
INCH SCALE ACCORDINGLY

Jul 28, 2023 9:42am tgriga K:\Projects\3518 Strawberry Recreation District\Strawberry Recreation District\Construction Plans\2681-PL-Cover.dwg T01



REVISIONS				
REV	DATE	BY	APP'D	DESCRIPTION

DESIGNED BY: K. JOURNEY  
DRAWN BY: T. GRIGA  
CHECKED BY: J. GNUSTI  
APPROVED BY: J. GNUSTI  
SCALE: AS NOTED  
DATE: SEPTEMBER 2022

STRAWBERRY CHANNEL  
2023 MAINTENANCE DREDGING

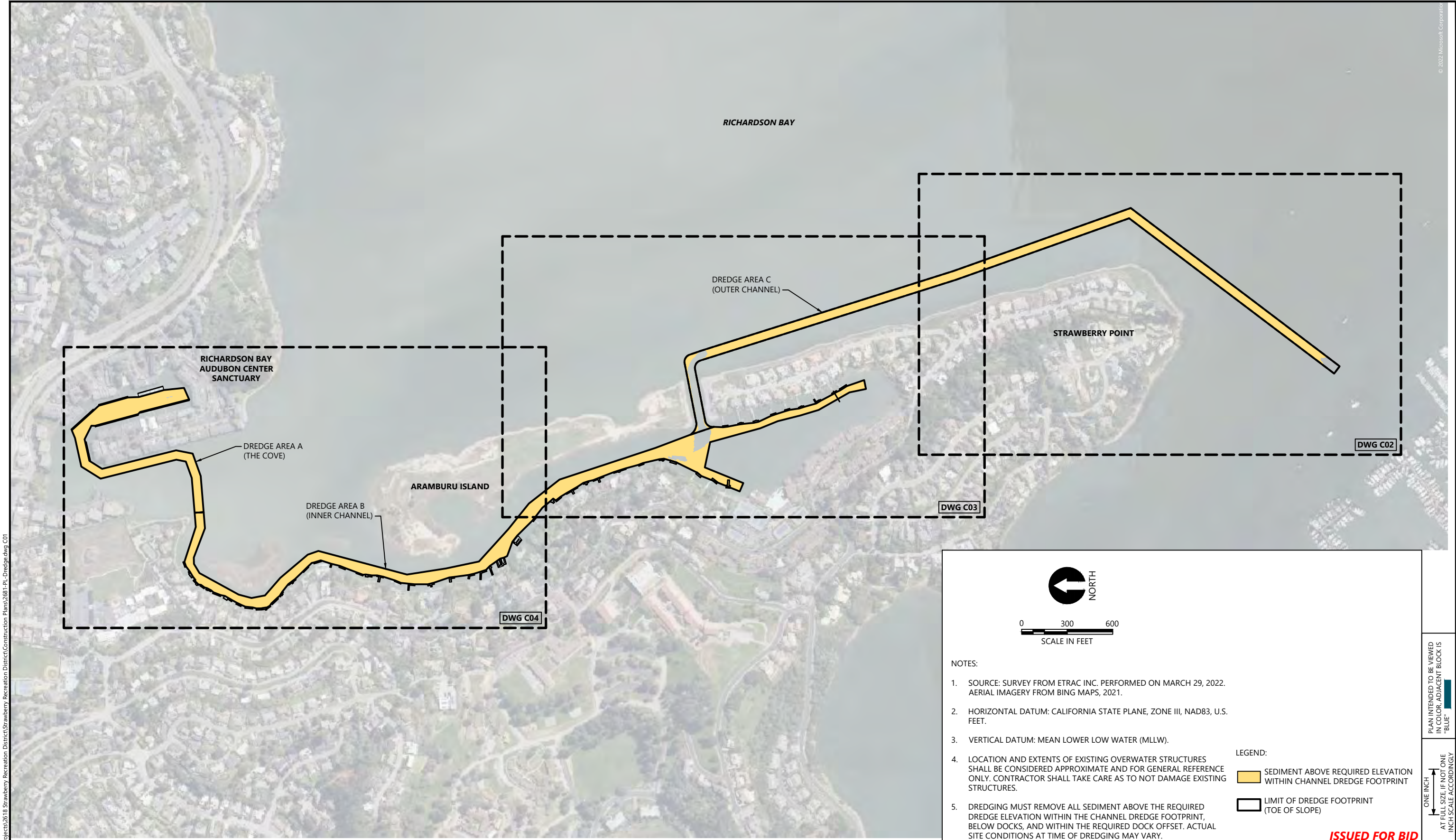
TITLE SHEET

T01

SHEET # 1 OF 7

ISSUED FOR BID





**NOTES:**

- SOURCE: SURVEY FROM ETRAC INC. PERFORMED ON MARCH 29, 2022. AERIAL IMAGERY FROM BING MAPS, 2021.
- HORIZONTAL DATUM: CALIFORNIA STATE PLANE, ZONE III, NAD83, U.S. FEET.
- VERTICAL DATUM: MEAN LOWER LOW WATER (MLLW).
- LOCATION AND EXTENTS OF EXISTING OVERWATER STRUCTURES SHALL BE CONSIDERED APPROXIMATE AND FOR GENERAL REFERENCE ONLY. CONTRACTOR SHALL TAKE CARE AS TO NOT DAMAGE EXISTING STRUCTURES.
- DREDGING MUST REMOVE ALL SEDIMENT ABOVE THE REQUIRED DREDGE ELEVATION WITHIN THE CHANNEL DREDGE FOOTPRINT, BELOW DOCKS, AND WITHIN THE REQUIRED DOCK OFFSET. ACTUAL SITE CONDITIONS AT TIME OF DREDGING MAY VARY.

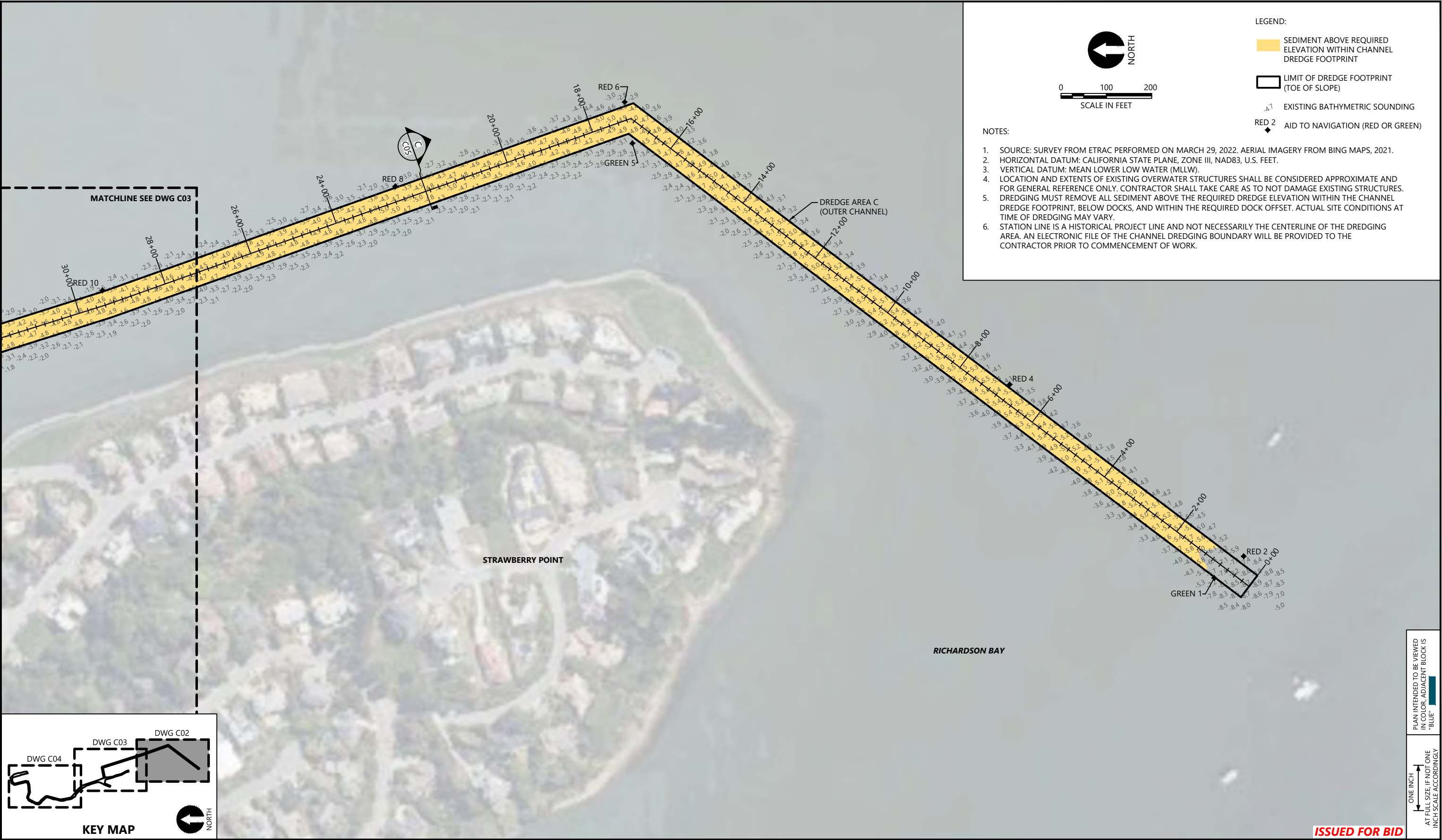
**LEGEND:**

- SEDIMENT ABOVE REQUIRED ELEVATION WITHIN CHANNEL DREDGE FOOTPRINT
- LIMIT OF DREDGE FOOTPRINT (TOE OF SLOPE)

**ISSUED FOR BID**

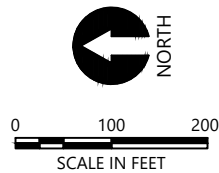


K:\Projects\3518 Strawberry Recreation District\Strawberry Recreation District\Construction Plans\2681-PL-Dredge.dwg C02  
Jul 28, 2022 9:42am jgriga



			REVISIONS		DESIGNED BY: <u>K. JOURNEY</u> DRAWN BY: <u>T. GRIGA</u> CHECKED BY: <u>J. GNUSTI</u> APPROVED BY: <u>J. GNUSTI</u> SCALE: <u>AS NOTED</u> DATE: <u>SEPTEMBER 2022</u>	<b>STRAWBERRY CHANNEL 2023 MAINTENANCE DREDGING</b>	<b>C02</b>  SHEET # <b>3</b> OF <b>7</b>
			REV	DATE		BY	





- LEGEND:
- SEDIMENT ABOVE REQUIRED ELEVATION WITHIN CHANNEL DREDGE FOOTPRINT
  - LIMIT OF DREDGE FOOTPRINT (TOE OF SLOPE)
  - EXISTING BATHYMETRIC SOUNDING
  - RED 2 AID TO NAVIGATION (RED OR GREEN)

- NOTES:
- SOURCE: SURVEY FROM ETRAC PERFORMED ON MARCH 29, 2022. AERIAL IMAGERY FROM BING MAPS, 2021.
  - HORIZONTAL DATUM: CALIFORNIA STATE PLANE, ZONE III, NAD83, U.S. FEET.
  - VERTICAL DATUM: MEAN LOWER LOW WATER (MLLW).
  - LOCATION AND EXTENTS OF EXISTING OVERWATER STRUCTURES SHALL BE CONSIDERED APPROXIMATE AND FOR GENERAL REFERENCE ONLY. CONTRACTOR SHALL TAKE CARE AS TO NOT DAMAGE EXISTING STRUCTURES.
  - DREDGING MUST REMOVE ALL SEDIMENT ABOVE THE REQUIRED DREDGE ELEVATION WITHIN THE CHANNEL DREDGE FOOTPRINT, BELOW DOCKS, AND WITHIN THE REQUIRED DOCK OFFSET. ACTUAL SITE CONDITIONS AT TIME OF DREDGING MAY VARY.
  - STATION LINE IS A HISTORICAL PROJECT LINE AND NOT NECESSARILY THE CENTERLINE OF THE DREDGING AREA. AN ELECTRONIC FILE OF THE CHANNEL DREDGING BOUNDARY WILL BE PROVIDED TO THE CONTRACTOR PRIOR TO COMMENCEMENT OF WORK.
  - SEE DRAWING C05 FOR TYPICAL PLAN AND/OR PROFILE DETAIL FOR DOCK DREDGING.

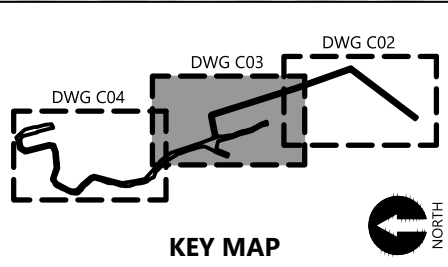
MATCHLINE SEE DWG C04

RICHARDSON BAY

STRAWBERRY POINT

ARAMBURU ISLAND

MATCHLINE SEE DWG C02



PLAN INTENDED TO BE VIEWED IN COLOR. ADJACENT BLOCK IS "BLUE"

ONE INCH = 100 FEET  
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDING

ISSUED FOR BID



REVISIONS					DESCRIPTION
REV	DATE	BY	APP'D		

DESIGNED BY: K. JOURNEY  
DRAWN BY: T. GRIGA  
CHECKED BY: J. GNUSTI  
APPROVED BY: J. GNUSTI  
SCALE: AS NOTED  
DATE: SEPTEMBER 2022

STRAWBERRY CHANNEL  
2023 MAINTENANCE DREDGING

DREDGE PLAN (2 OF 3)

C03

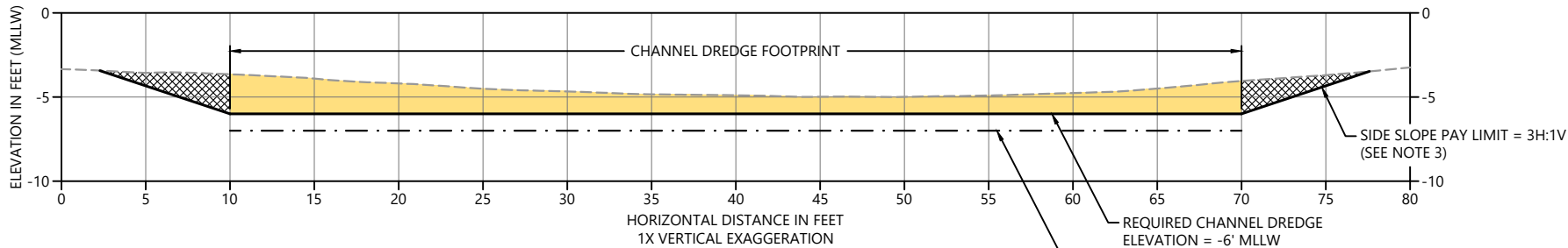
SHEET # 4 OF 7



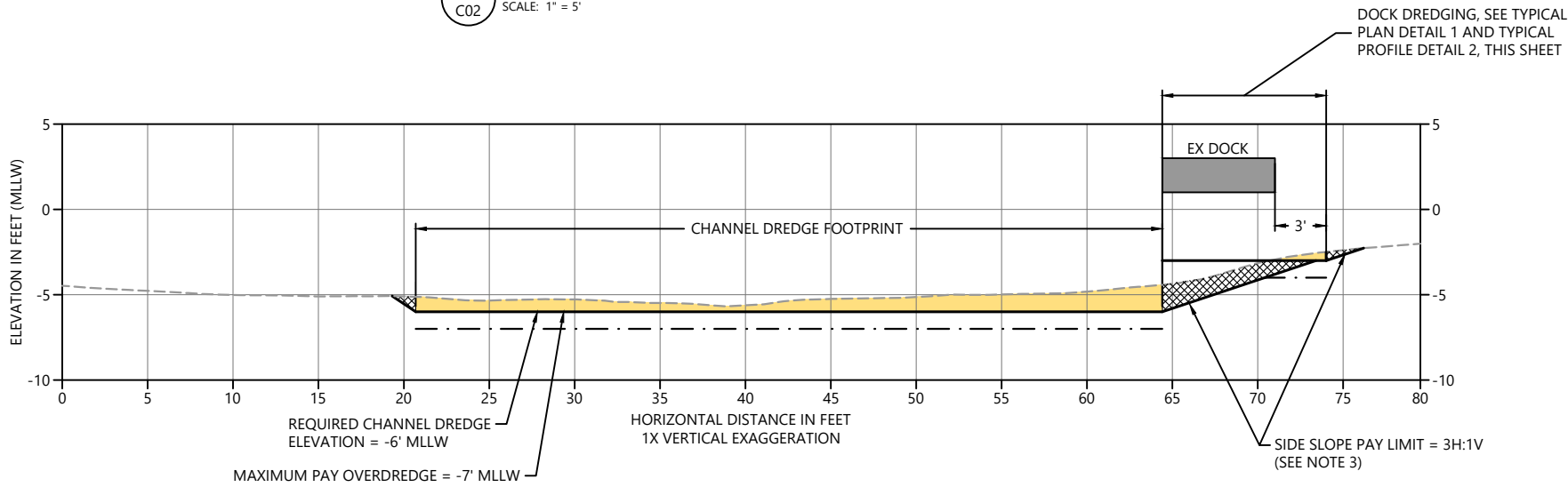




Jul 28, 2022 9:42am tgriga K:\Projects\3518 Strawberry Recreation District\Strawberry Recreation District\Construction Plans\2681-PL-Dredge.dwg C05



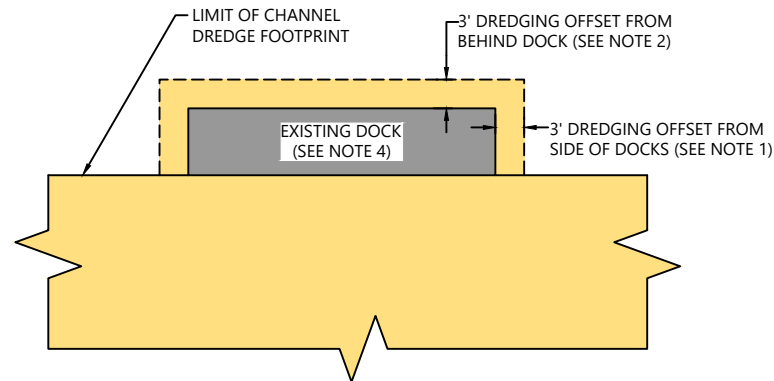
**C**  
C02  
TYPICAL SECTION: DREDGE AREA C (OUTER CHANNEL)  
SCALE: 1" = 5'



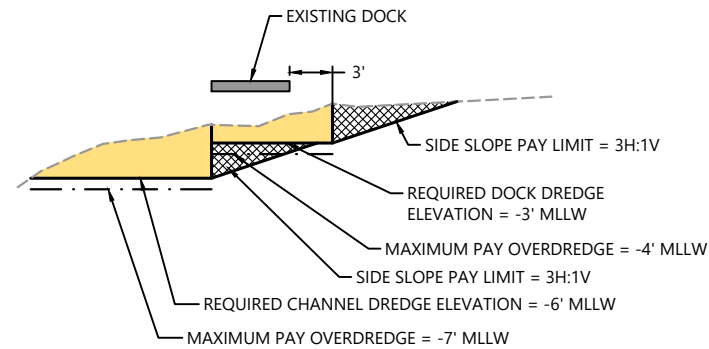
**B**  
C03  
TYPICAL SECTION: DREDGE AREA B (INNER CHANNEL)  
SCALE: 1" = 5'

LEGEND:

- EXISTING MUDLINE
- DREDGING ABOVE REQUIRED ELEVATION
- ▨ SIDE SLOPE DREDGING AREA
- - - LIMIT OF PAY OVERDREDGE



**1**  
-  
TYPICAL PLAN DETAIL: DOCK DREDGING  
SCALE: NTS



**2**  
-  
TYPICAL PROFILE DETAIL: DOCK DREDGING  
SCALE: NTS

NOTES:

- SEDIMENT MUST BE REMOVED FROM ABOVE THE REQUIRED DREDGE ELEVATION WITHIN THE CHANNEL DREDGE FOOTPRINT, UNDER THE DOCKS, AND WITHIN THE 3-FOOT DREDGING OFFSET FROM THE SIDE OF THE DOCKS.
- SEDIMENT REMOVED FROM WITHIN THE 3-FOOT OFFSET BEHIND THE DOCKS WILL BE PAID AT THE UNIT RATE FOR DREDGING, HOWEVER REMOVAL OF THIS SEDIMENT IS NOT REQUIRED DUE TO LIMITED ACCESS AT SOME OF THE DOCKS.
- SEDIMENT THAT SLOUGHS FROM THE SIDE SLOPE AREA INTO THE CHANNEL DREDGE FOOTPRINT, UNDER THE DOCKS OR WITHIN THE 3-FOOT DREDGING OFFSET FROM SIDE OF DOCKS SHALL BE REMOVED TO ACHIEVE THE REQUIRED DREDGE ELEVATION. DREDGE SEDIMENT THAT SLOUGHS FROM THE SIDE SLOPE AREA WILL BE PAID UP TO A MAXIMUM LIMIT OF 3H:1V. THE SIDE SLOPE VOLUME ASSOCIATED WITH THE MAXIMUM PAY LIMIT IS INCLUDED IN THE DREDGING BID ITEM QUANTITIES.
- THE PROJECT INCLUDES DREDGING OF 56 SINGLE DOCKS WITHIN DREDGE AREA B AND 6 MULTI-USER DOCKS WITHIN DREDGE AREA C. FORTY-EIGHT (48) OF THE DOCKS IN DREDGE AREA B AND ALL DOCKS IN DREDGE AREA C ARE REPRESENTED BY DETAIL THIS SHEET. CONTRACTOR SHALL COORDINATE WITH THE OWNER BEFORE DREDGING THE 7 NON-TYPICAL DOCKS IN DREDGE AREA B, AS REQUIRED BY THE SPECIFICATIONS.

ISSUED FOR BID



REVISIONS					
REV	DATE	BY	APP'D	DESCRIPTION	

DESIGNED BY: K. JOURNEY  
DRAWN BY: T. GRIGA  
CHECKED BY: J. GNUSTI  
APPROVED BY: J. GNUSTI  
SCALE: AS NOTED  
DATE: SEPTEMBER 2022

**STRAWBERRY CHANNEL  
2023 MAINTENANCE DREDGING**

**TYPICAL SECTIONS AND DETAIL,  
DREDGE AREAS B AND C**

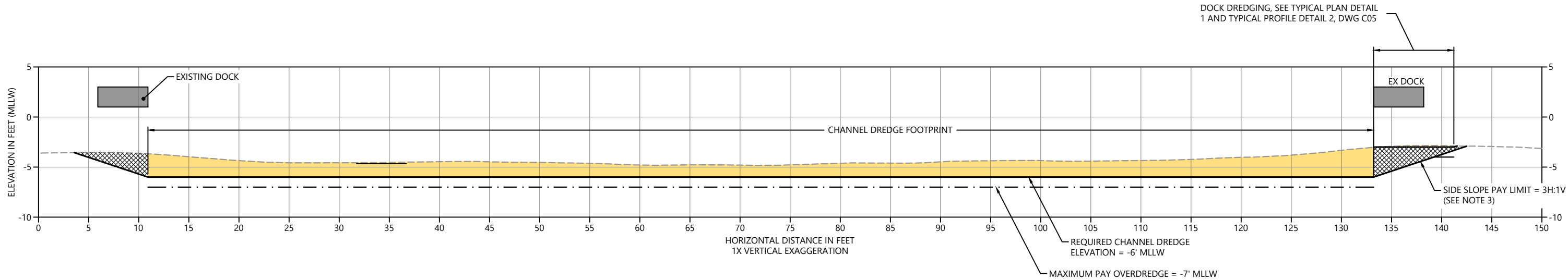
**C05**

SHEET # 6 OF 7

PLAN INTENDED TO BE VIEWED  
IN COLOR. ADJACENT BLOCK IS  
"BLUE"  
ONE INCH  
↑  
AT FULL SIZE. IF NOT ONE  
INCH SCALE ACCORDINGLY



Jul 28, 2022 9:43am tgriga K:\Projects\3518 Strawberry Recreation District\Strawberry Recreation District\Construction Plans\2681-PL-Dredge.dwg C06



**A**  
**C04** **TYPICAL SECTION: DREDGE AREA A (THE COVE)**  
SCALE: 1" = 5'

LEGEND:

- EXISTING MUDLINE
- DREDGING ABOVE REQUIRED ELEVATION
- SIDE SLOPE DREDGING AREA
- · - LIMIT OF PAY OVERDREDGE

NOTES:

- SEDIMENT MUST BE REMOVED FROM ABOVE THE REQUIRED DREDGE ELEVATION WITHIN THE CHANNEL DREDGE FOOTPRINT, UNDER THE DOCKS, AND WITHIN THE 3-FOOT DREDGING OFFSET FROM THE SIDE OF THE DOCKS.
- SEDIMENT REMOVED FROM WITHIN THE 3-FOOT OFFSET BEHIND THE DOCKS WILL BE PAID AT THE UNIT RATE FOR DREDGING, HOWEVER REMOVAL OF THIS SEDIMENT IS NOT REQUIRED DUE TO LIMITED ACCESS AT SOME OF THE DOCKS.
- SEDIMENT THAT SLOUGHS FROM THE SIDE SLOPE AREA INTO THE CHANNEL DREDGE FOOTPRINT, UNDER THE DOCKS OR WITHIN THE 3-FOOT DREDGING OFFSET FROM SIDE OF DOCKS SHALL BE REMOVED TO ACHIEVE THE REQUIRED DREDGE ELEVATION. DREDGE SEDIMENT THAT SLOUGHS FROM THE SIDE SLOPE AREA WILL BE PAID UP TO A MAXIMUM LIMIT OF 3H:1V. THE SIDE SLOPE VOLUME ASSOCIATED WITH THE MAXIMUM PAY LIMIT IS INCLUDED IN THE DREDGING BID ITEM QUANTITIES.
- THE PROJECT INCLUDES DREDGING OF 56 SINGLE DOCKS WITHIN DREDGE AREA B AND 6 MULTI-USER DOCKS WITHIN DREDGE AREA C. FORTY-EIGHT (48) OF THE DOCKS IN DREDGE AREA B AND ALL DOCKS IN DREDGE AREA C ARE REPRESENTED BY DETAIL 1 ON SHEET C05. CONTRACTOR SHALL COORDINATE WITH THE OWNER BEFORE DREDGING THE 7 NON-TYPICAL DOCKS IN DREDGE AREA B, AS REQUIRED BY THE SPECIFICATIONS.

PLAN INTENDED TO BE VIEWED  
IN COLOR. ADJACENT BLOCK IS  
"BLUE"

ONE INCH  
↑  
AT FULL SIZE, IF NOT ONE  
INCH SCALE ACCORDINGLY

ISSUED FOR BID



REVISIONS					
REV	DATE	BY	APP'D	DESCRIPTION	

DESIGNED BY: K. JOURNEY  
DRAWN BY: T. GRIGA  
CHECKED BY: J. GNUSTI  
APPROVED BY: J. GNUSTI  
SCALE: AS NOTED  
DATE: SEPTEMBER 2022

**STRAWBERRY CHANNEL  
2023 MAINTENANCE DREDGING**

**TYPICAL SECTION, DREDGE AREA A**

**C06**

SHEET # **7** OF **7**



## APPENDIX B

### REGULATORY PERMITS





REPLY TO  
ATTENTION OF

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

JUL 11 2014

Regulatory Division

Subject: File Number: 2011-00237N - Strawberry Channel Maintenance Dredging; Second Transmittal Individual Permit

Mr. Seth Mallon  
RP Maximus Cove Owner, LLC  
345 Vidal Drive  
San Francisco, California 94132

Ms Leanne Kreuzer, District Manager  
Strawberry Recreation District  
118 E. Strawberry Drive  
Mill Valley, California

Dear Ms. Kreuzer and Mr. Mallon:

This correspondence is in reference to your February 18, 2014 application for a Department of the Army permit for the maintenance dredging of the Strawberry Channel located in Richardson Bay, Marin County, California. The enclosed copy of your Department of the Army Permit (Enclosure 1) has been signed by the District Engineer, or his designee, and authorizes the dredging of approximately authorize the removal of approximately 200,000 cubic yards of sediment, over a 10-year period.

Please complete the appropriate parts of the "Project Status" form (Enclosure 2) for each episode, and return them to this office. You are responsible for ensuring that the contractor (or workers) executing the activity authorized herein is knowledgeable with the terms and conditions of this authorization. Project authorization under the permit does not obviate any requirement to obtain other Federal, State, or local approvals necessitated by law.

This Department of the Army Permit authorizes only the work described therein. If the design, location, or purpose of the project subsequently changes, you are encouraged to contact my Dredged Material Management Office (DMMO) staff to determine the need for a permit modification or other authorization, thereby avoiding potential compliance and enforcement legal actions and penalties. If you subsequently intend to sell the rights of the project, the Terms and Conditions of the permit will continue to be binding on the new owner. To validate the transfer of the permit, you should require the successor owner to sign and date the "Transferee" section of the permit, and you should provide a copy of the signed permit and pertinent contact information on the successor owner to this office for inclusion to the administrative record.



Be advised that your signed permit is NOT an authorization to proceed. You must first fulfill the requirements of Special Permit Conditions 8b, 8c, and 8d on pages 2B and 2C. The conditions are for the submittal, to this office for approval, of a dredge operations plan, a before-dredge survey and a solid-debris management plan. Once these items have been submitted and approved, by this office, you will receive written authorization to commence your work. It is important that all the information requested in the above-mentioned Special Conditions is submitted as specified or the submittal might be considered incomplete. An incomplete submittal can be returned for completion, causing delays to your project. You are also responsible for all other general and special conditions contained in your permit.

You may refer any questions on this matter to Debra O'Leary by telephone at (415) 503-6807 or by e-mail at [debra.a.o'leary@usace.army.mil](mailto:debra.a.o'leary@usace.army.mil). All correspondence should be addressed to Debra A. O'Leary, Operations and Readiness Division, referencing the file number at the head of this letter.

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

Sincerely,  
**ORIGINAL SIGNED**  
BY  
**JANE M. HICKS**  
**CHIEF, REGULATORY DIVISION**  
John C. Morrow  
Lieutenant Colonel, U.S. Army  
District Engineer

Enclosures

Copies Furnished (w/encl 1 only):

Mr. Peter Clark, Clausen Engineers, Emeryville, CA  
US F&WS, Sacramento, CA (Attn: Ryan Olah)  
US EPA, San Francisco, CA (Attn: Melissa Scianni)  
US NMFS, Santa Rosa, CA (Attn: Gary Stern)  
CA BCDC, San Francisco, CA (Attn: Brenda Goeden)  
CA F&W, Santa Rose, CA (Attn: Arn Aarreberg)



CA F&W, Eureka, CA (Attn: Vicki Frey)  
CA RWCQB, Oakland, CA (Attn: Beth Christian)  
CA SLC, Sacramento, CA (Attn: Donn Oetzel)



## DEPARTMENT OF THE ARMY PERMIT

PERMITTEE: The Strawberry Recreation District and RP Maximus Cove Owner, LLC

PERMIT NO. 2011-00237N

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

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

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

### PROJECT DESCRIPTION

The permittee is authorized to initially remove approximately 62,000 cubic yards (cys) of sediment from the 17.5-acre (approximately) Strawberry Channel dredge site and a total of approximately 200,000 cys over the life of the permit. The design depth for the channel is -6 feet mean lower low water (MLLW) plus an additional 1-foot overdredge allowance. The areas under the floating docks have a design depth of -3 feet MLLW plus 1 foot of overdepth. The dredge site is located in northwestern Richardson Bay, Marin County, California. The material will be removed using a clamshell dredge and barged to the Alcatraz Disposal Site (SF-11). Work shall be conducted in accordance with the attached drawings labeled, "USACE File: 2011-00171N, Strawberry Maintenance Dredging" in 12 sheets, dated May 2014 (Attachment 1).

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

PROJECT LOCATION: The dredge site is located in northwestern Richardson Bay, Marin County, California.

### GENERAL CONDITIONS:

1. The time limit for completing the work authorized ends on December 31, 2024. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.



4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as Special Conditions to this permit. For your convenience, a copy of the certification is attached (*Water Quality Certification, Maintenance Dredging in the Strawberry Channel, Mill Valley, Marin County, California* dated June 5, 2014, CIWQS Place ID 804410) (Attachment 2).

6. If a conditioned coastal zone consistency concurrence or determination has been issued for your project, you must comply with the conditions specified in the concurrence or determination as Special Conditions to this permit. For your convenience, a copy of the concurrence or determination is attached (Amendment No. Three to BCDC Permit NO. M2004.028.00)(Attachment 3).

7. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the Terms and Conditions of your permit.

8. You understand and agree that, if future operations by the United States require the removal, relocation or other alteration of the structure or work authorized herein, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, you will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration (Section 10 only).

#### **SPECIAL CONDITIONS:**

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

- a. In order to minimize impacts to listed species of steelhead trout (*Oncorhynchus mykiss*), no dredging and disposal operations shall occur from December 1 to May 31, without prior consultation (pursuant to Section 7 of the Endangered Species Act) with and approval from National Marine Fisheries Service and the Corps of Engineers.
- b. In order to minimize impacts to listed species of Chinook salmon (*Oncorhynchus tshawytscha*), no dredging and disposal operations shall occur from December 1 to May 31, without prior consultation (pursuant to Section 7 of the Endangered Species Act) with and approval from National Marine Fisheries Service and the Corps of Engineers.
- c. All dredging activities will occur outside of the sensitive Pacific herring spawning season, December 1 through March 1 or as determined by California Department of Fish and Wildlife.

2. No dredging shall occur in areas with submerged aquatic vegetation (SAV), including eelgrass, unless the Corps completes consultation with the National Marine Fisheries Service. The permittee shall ensure that pre-dredge surveys for eelgrass are conducted prior to each dredging episode, and that a report with the eelgrass survey is submitted to the National Marine Fisheries Service and the Corps for review, evaluation, and a determination as to the possible need for eelgrass mitigation measures.

3. If SAV is identified within 45 meters of the dredge site by the pre-dredge survey, silt curtains shall be deployed during dredging operations or light monitoring shall occur to ensure compliance with the June 9, 2011 *Agreement on Programmatic EFH Conservation Measures for Maintenance Dredging Conducted Under the LTMS Program*.

4. If SAV is unexpectedly encountered during the dredging operation, work must stop and the Corps contacted. A mitigation plan would be required to compensate for the impacted SAV vegetation.

3. Additional special conditions found on pages 2A-E (attached) shall be adhered to at all times.



SPECIAL CONDITIONS TO PERMIT NUMBER 2011-00237N

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

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

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

5. The Coast Guard Captain of the Port of San Francisco Bay may require modifications to marine construction equipment deployment or mooring systems to safeguard navigation while work is in progress.
6. All vessels operated for disposal of dredged material are required to participate in the Coast Guard's Vessel Traffic Control Service (VTS). Five minutes before each departure, the permittee shall notify the VTS by radio, via Channel 14, of the following: The name of vessel; time of departure from dredge site; and time of departure from disposal site.
7. When utilizing the Alcatraz Disposal Site (SF-11), the permittee shall dispose of all dredged material within a circular area of radius 1000 feet with center located at latitude 37°49'17"N; longitude 122°25'23"W. The specific location within the disposal area will be determined by the District Engineer upon approval of the Dredge Operation Plan (see below).
8. The permittee shall submit the following reports for review and comment to:

U.S. Army Corps of Engineers, San Francisco District  
Operations and Readiness Division  
Attn: Debra O'Leary  
1455 Market Street, 16<sup>th</sup> Floor  
San Francisco, California 94103-1398



a. Dredge Material Analysis: Submit, for approval, no earlier than 60 days prior to the proposed commencement of any authorized successive dredging episodes, dredge material analysis (Physical, Chemical, and Biological) sampling and testing information. **Please include the U.S. Army Corps of Engineers (Corps) permit number and dredge episode number with this submittal.** Also submit Regional Water Quality Control Board (RWQCB) water quality certification or waiver for disposal of the material. For each dredging episode, the permittee shall obtain the approval of the District Engineer for formulating specific sediment testing procedures for the Dredged Material Analysis. The testing protocol will be in accordance with the testing guidelines as published in the Corps and U.S. Environmental Protection Agency publication entitled, "Evaluation of Dredged Material Proposed for Discharge in Waters of the U.S. - Testing Manual" (The Inland Testing Manual or ITM, EPA-823-B-98-004), dated February 1998, and subsequent amendments thereto. The permittee shall provide a copy of the Dredged Material Analysis to the U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, National Marine Fisheries Service, and California Department of Fish and Wildlife concurrent with the San Francisco Bay Conservation and Development Commission's RWQCB's, and the Corps' receipt of this information. Agency comments submitted to the Corps within 15 calendar days thereafter will be given full consideration in the decision on dredged material disposal.

b. Dredge Operation Plan: Submit, for approval by this office, no earlier than 60 calendar days and no later than 20 calendar days before the proposed commencement of dredging, a plan which includes the following: **Corps permit number, dredge episode number**, a copy of the dredging contract or description of the work under which the contractor will do the permitted work; name and telephone numbers of the dredging contractor's representative on site; dredging start and completion dates; names of vessel; dump scow numbers or identification; bin or barge capacities; identification of work as either maintenance dredging or new dredging; discussion of proposed dredging procedures, as governed under Special Condition No. 11, with detailed drawings or specifications of the grid or centrifugal pump system; quantity of material to be removed; dredging design depth and typical cross section including overdepth; and date of last dredging episode and design depth. The Dredge Operational Plan shall also provide the following information:

1. The controls being established to insure that dredging operations occur within the limits defined by the channel dimensions and typical channel section. The horizontal and vertical positioning systems being utilized must be indicated as noted in 3, below.
2. The controls being established to insure that disposal of the dredged material at the disposal site is at the assigned location and depth. The horizontal and vertical positioning systems being utilized must be indicated as noted in 3, below.
3. Method of determining electronic positioning of dredge or dump scow during entire dredging operation at dredge site, disposal site and en route to and from disposal site.

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

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



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

d. Solid Debris Management Plan: Submit no earlier than 60 calendar days and no later than 20 calendar days before commencement of work, a plan which describes measures to ensure that solid debris generated during any authorized dredging, demolition or construction operation is retained and properly disposed in areas not under Corps jurisdiction. **At a minimum, the plan shall include the following: source and expected type of debris; debris retrieval method; Corps permit number and dredge episode number; disposal method and site; schedule of disposal operations; and debris containment method to be used, if floatable debris is involved.**

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

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

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

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

U.S. Army Corps of Engineers, San Francisco District  
Attn: Debra O'Leary, DMMO  
1455 Market Street, 16<sup>th</sup> Floor  
San Francisco, California 94103-1398;

FAXed to Debra O'Leary at (415) 503-6693; or e-mail to [debra.a.o'leary@usace.army.mil](mailto:debra.a.o'leary@usace.army.mil). **Please include the Corps permit number and dredge episode number.** The log will be provided when the Corps approves the Dredge Operation Plan and authorizes the commencement of the dredging.

10. Overflow requirements:

- a. No overflow or decant water shall be discharged from the barge, with the exception of spillage incidental to mechanical dredge operations.
- b. During transportation from the dredging site to the disposal site, no material shall be permitted to overflow, leak or spill from barge, bins or dump scows.
- c. For hopper dredge only, during dredging operations, overflow shall be limited to a



maximum of 15 minutes. Adjustments to the dredging operation may be required to insure that once overflow commences, it will not exceed the 15-minute limit.

d. For approved sand dredging, overflow will not exceed 15 minutes or the economic load, whichever occurs first.

11. The permittee shall ensure that all dredged material is slurried prior to disposal to prevent any accumulation or build up of material at the disposal site. All dredged material shall be slurried in one of the following manners:

a. Dredged material will be either pumped with a centrifugal pump prior to leaving the dredge site for the disposal site; or,

b. If the material is mechanically dredged, passed through a debris grid, with a maximum opening size of 12 inches by 12 inches that will cover the entire loading area of the dump scow. Everything that does not pass through the grid will be considered solid debris and shall be disposed in areas outside of Corps jurisdiction. All such material shall be promptly removed from the grid at the end of each 8 hour shift or sooner.

12. The permittee or dredge contractor shall inform this office when: 1) a dredge episode actually commences, 2) when dredging is suspended (suspension is when the dredge contractor leaves the dredge site for more than 48 hours for reasons other than equipment maintenance), 3) when dredging is restarted, and 4) when dredging is complete. Each notification should include the Corps permit number and dredge episode number. The information can be sent to the attention of Debra O'Leary, in writing to the address below; FAXed to (415) 503-6693; e-mailed to [debra.a.o'leary@usace.army.mil](mailto:debra.a.o'leary@usace.army.mil) or via telephone message at (415) 503-6807.

U.S. Army Corps of Engineers, San Francisco District  
Operations and Readiness Division  
Attn: Debra O'Leary  
1455 Market Street, 16<sup>th</sup> Floor  
San Francisco, California 94103-1398

13. The permittee, as directed by the District Engineer under authority pursuant to the policies and procedures of 33 CFR 325.7, may be required to modify disposal schedules and monthly disposal quantities for particular dredging episodes.

14. The permittee shall allow the dredging area and equipment to be inspected by the Corps staff upon request.

15. For each dredge episode, the permittee shall be responsible for obtaining a letter of water quality certification from the Regional Water Control Quality Board and authorization from the San Francisco Bay Conservation and Development Commission (BCDC). Water quality certification and BCDC authorization will be a prerequisite to the District Engineer's decision to approve or disapprove specific dredge episodes pursuant to the policies and 33 CFR 325.2(b)(1)(ii) and 325.2(b)(2)(ii).

16. If a land, ocean, or other aquatic disposal site becomes available for use during the life of the permit, the permittee shall evaluate these disposal alternatives, taking into consideration cost, existing technology, and logistics in light of the overall project purpose to facilitate compliance with the 404(b)(1) Guidelines (40 CFR 230). This evaluation shall be submitted to the Corps at least 60 calendar days before commencement of subsequent dredging episodes. The District Engineer, upon review of this information and after consultation with other resource agencies, may direct the permittee to use such sites in lieu of or in addition to the Alcatraz Disposal Site (SF-11), under authority of 33 CFR 325.7 and 40 CFR 230.10(a).



FURTHER INFORMATION:

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

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

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

2. Limits of this authorization:

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


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

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




- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
  - d. Design or construction deficiencies associated with the permitted work.
  - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. **Reliance on Applicant's Data:** The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. **Reevaluation of Permit Decision:** This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
- a. You fail to comply with the terms and conditions of this permit.
  - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate. (See Item 4 above.)
  - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.
- Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 C.F.R. Section 325.7 or enforcement procedures such as those contained in 33 C.F.R. Sections 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the Terms and Conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 C.F.R. Section 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.
6. **Extensions:** General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

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

  
 Strawberry Recreation District  
 Ms. Leanne Kreuzer  
 District Manager

*Peter Clark*  
*checked*  
*8/20/15*

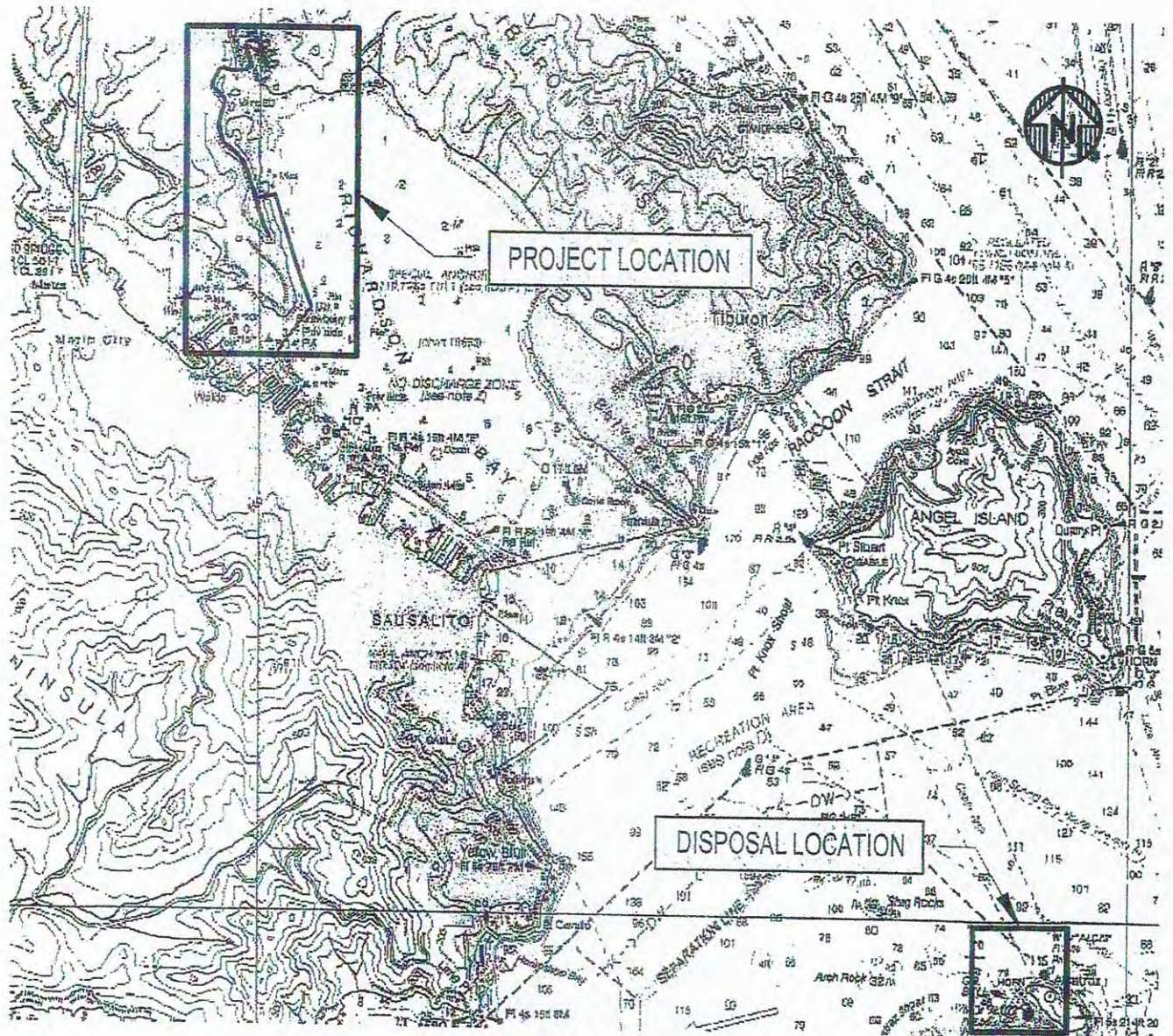
7.11.14  
 (DATE)

  
 RP Maximus Cove, LLC  
 Mr. Seth Mallon  
 Owner

*Peter Clark*  
*checked*  
*8/20/15*

7.11.14  
 (DATE)





# VICINITY MAP

NTS

## CHART REFERENCE:

NOAA CHART 18653 "SF BAY - ANGEL ISLAND TO POINT SAN PEDRO"

W. B. Clausen Structural Engineers, Inc.

1727 84th Street, Emeryville, California 94608  
Tel: (510) 855-4144 Fax: (510) 855-1133



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PHC

CHECKED BY

DATE ISSUED

1-30-14

USACE File: 2011-00237N

Strawberry Channel  
Maintenance Dredging

Sheet 1 of 12

May 2014





FIG. 9.0  
ZONE: B

INNER  
CHANNEL

FIG. 10.0  
ZONE: C

FIG. 8.0  
ZONE: B

RICHARDSON BAY

FIG. 7.0  
ZONES: A/B

OUTER  
CHANNEL

FIG. 6.0  
ZONE: A

FIG. 5.0  
ZONE: A

OVERALL SITE PLAN

1" = 1,000'

W. E. Clausen Structural Engineers, Inc.

1727 64TH Street, Emeryville, California 94608  
Tel: (510) 885-1144 Fax: (510) 885-1133



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DATE ISSUED

1-30-14

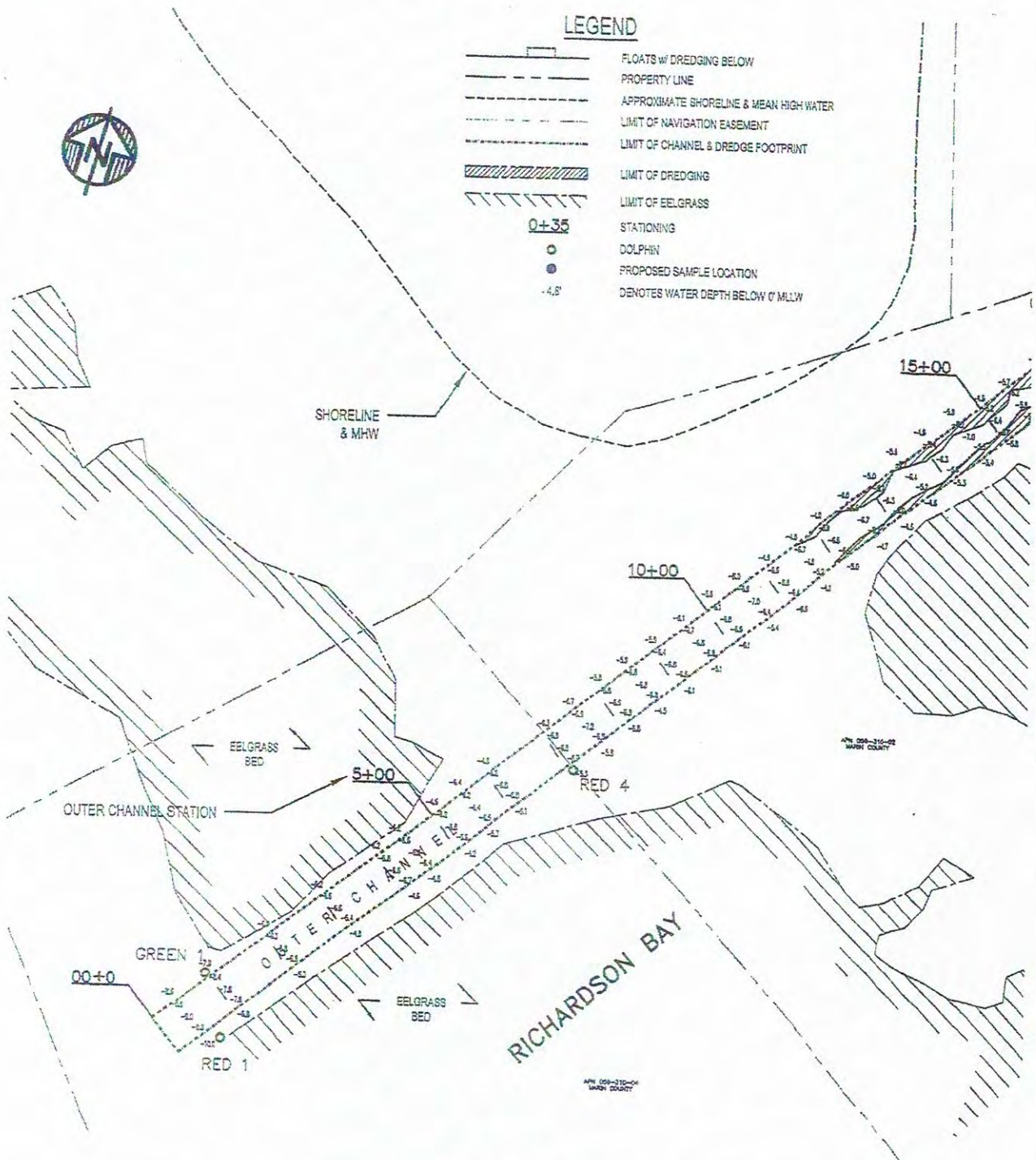
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Strawberry Channel  
Maintenance Dredging

Sheet 2 of 12

May 2014





W. B. Clausen Structural Engineers, Inc.

1227 84th Street, Emeryville, California 94608  
 Tel: (510) 885-1144 Fax: (510) 885-1133



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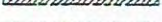





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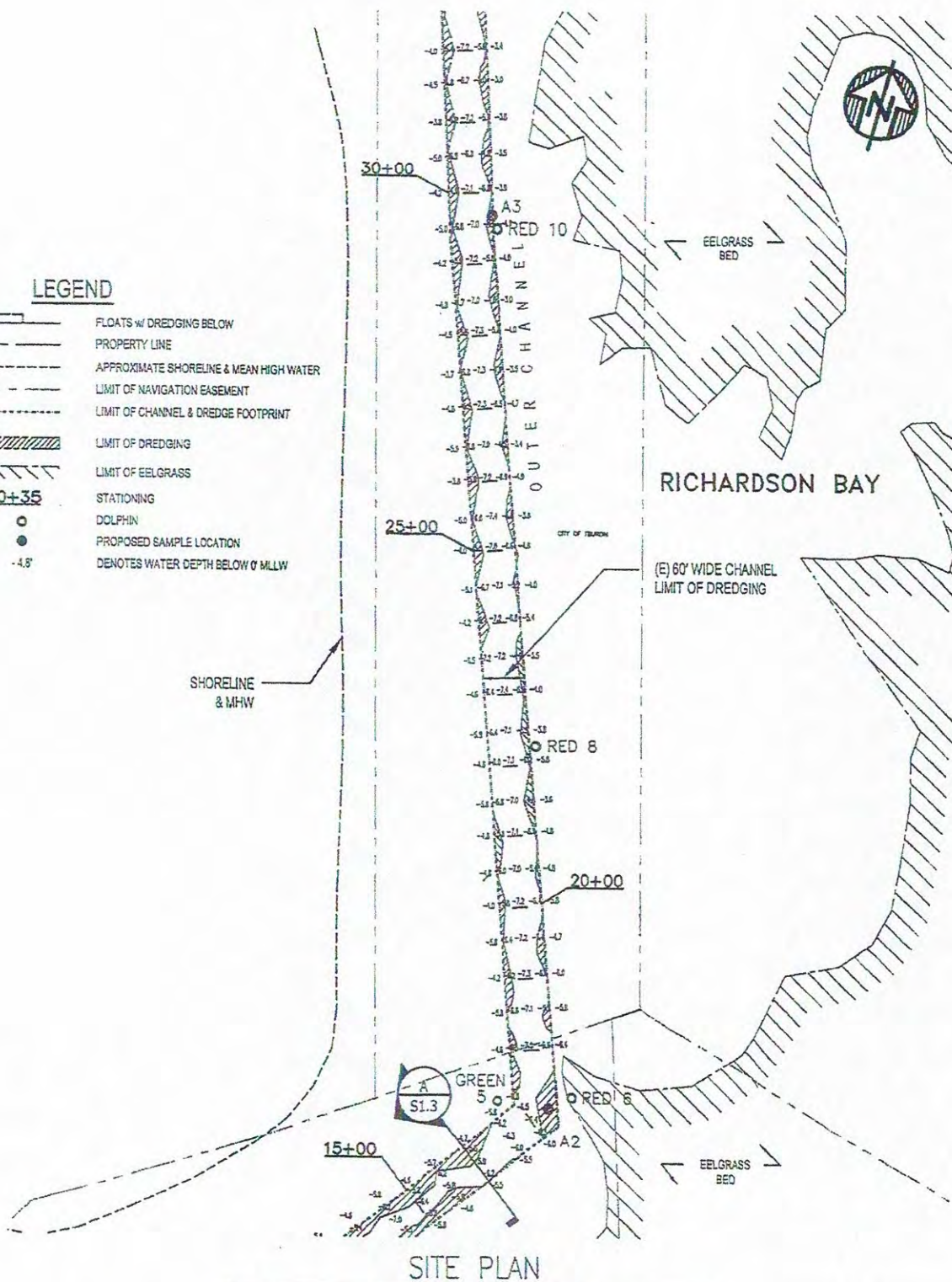
Strawberry Channel  
 Maintenance Dredging

Sheet 3 of 12

May 2014



- LEGEND**
-  FLOATS w/ DREDGING BELOW
  -  PROPERTY LINE
  -  APPROXIMATE SHORELINE & MEAN HIGH WATER
  -  LIMIT OF NAVIGATION EASEMENT
  -  LIMIT OF CHANNEL & DREDGE FOOTPRINT
  -  LIMIT OF DREDGING
  -  LIMIT OF EELGRASS
  -  STATIONING
  -  DOLPHIN
  -  PROPOSED SAMPLE LOCATION
  -  -4.5' DENOTES WATER DEPTH BELOW 0' MLW



SITE PLAN

1" = 200'

W. B. Clausen Structural Engineers, Inc.

1727 64th Street, Emeryville, California 94608  
Tel: (510) 825-0444 Fax: (510) 825-1133



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PHC

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DATE ISSUED

1-30-14

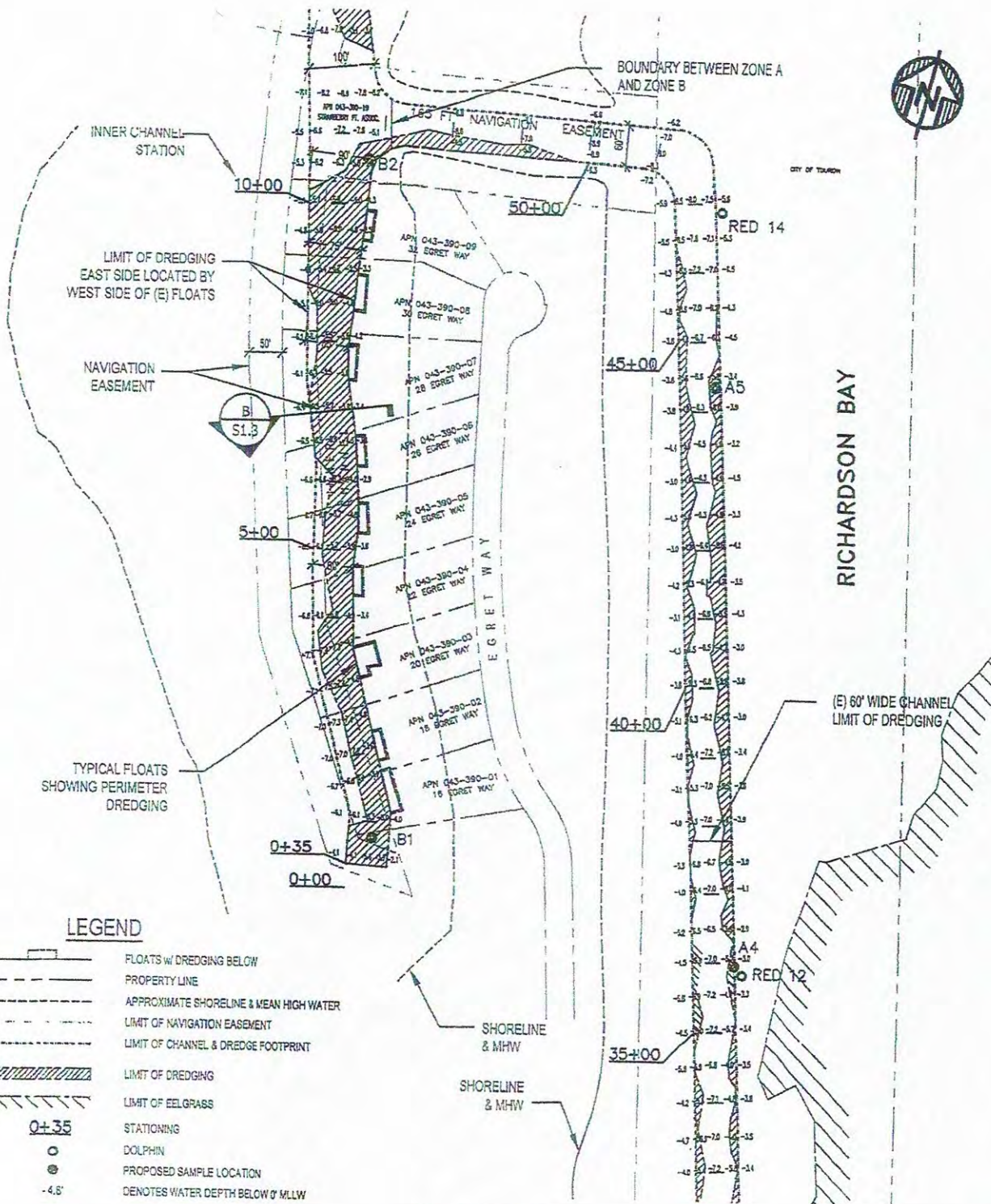
USACE File: 2011-00237N

Strawberry Channel  
Maintenance Dredging

Sheet 4 of 12

May 2014





SITE PLAN

1" = 200'

W. B. Clausen Structural Engineers, Inc.

1727 64th Street, Emeryville, California 94608  
 (510) 835-1144 Fax (510) 835-1133



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DATE ISSUED

1-30-14

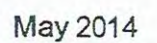
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Strawberry Channel  
 Maintenance Dredging

Sheet 5 of 12

May 2014

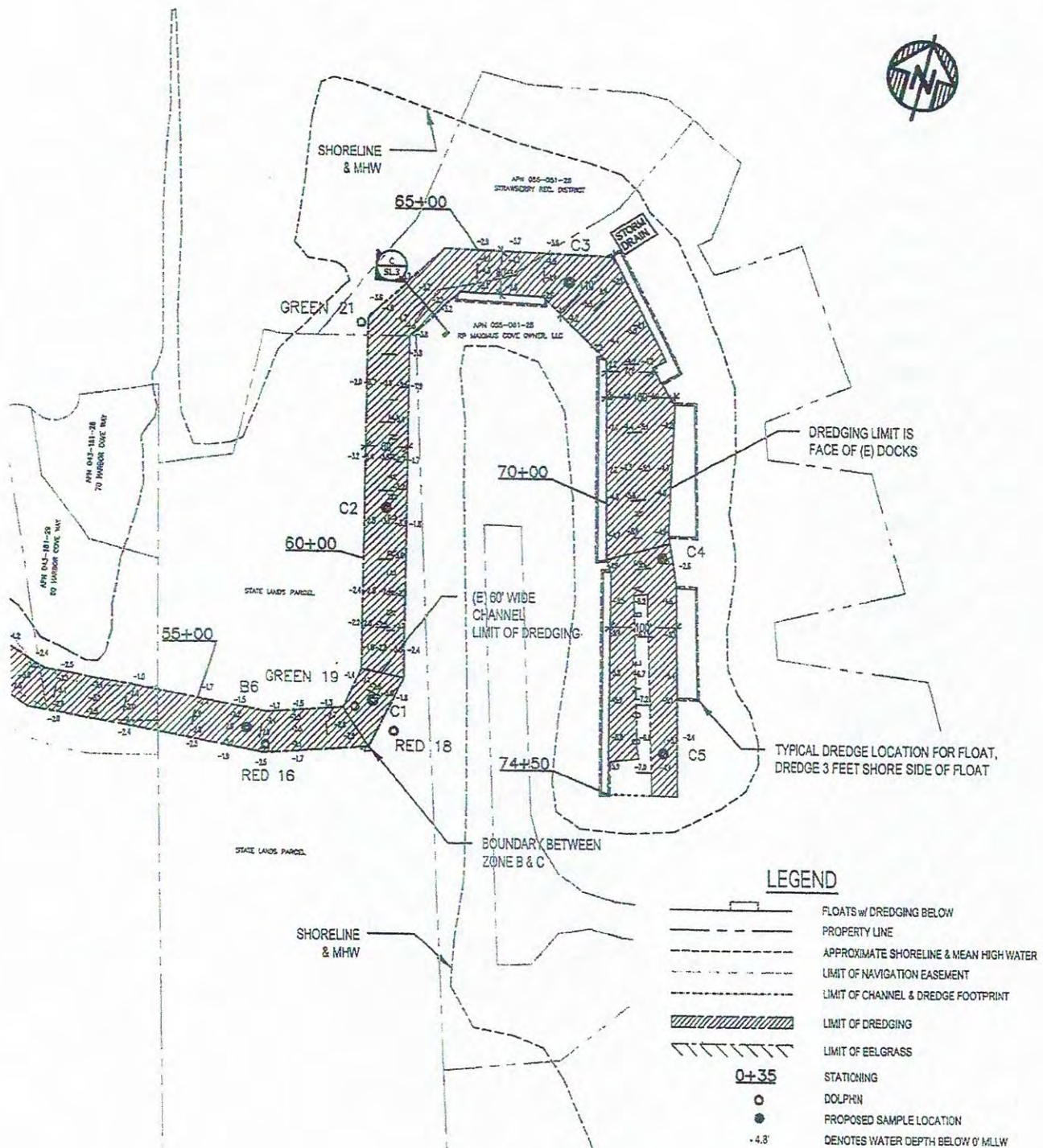












# SITE PLAN

1" = 200'

W. B. Clausen Structural Engineers, Inc.

1727 64th Street, Emeryville, California 94608  
 Tel: (510) 555-4141 Fax: (510) 555-1133



DRAWN BY

PHC

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DATE ISSUED

1-30-14

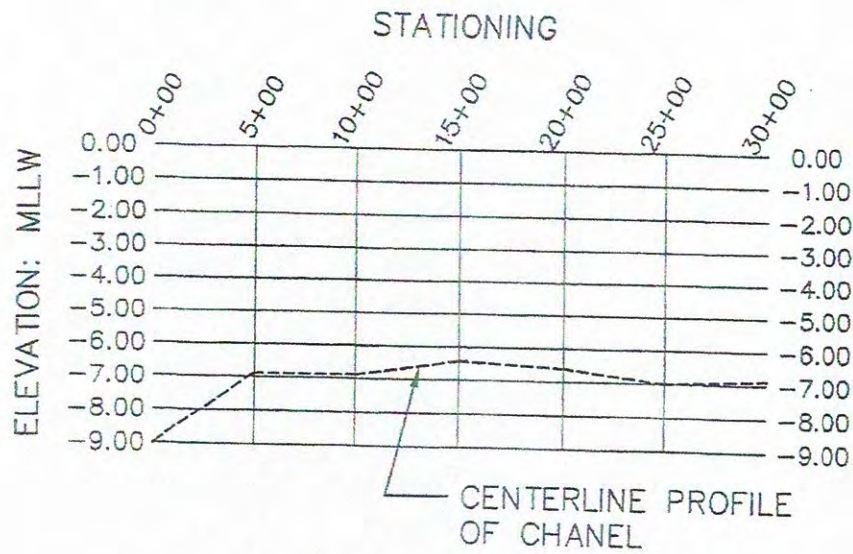
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Strawberry Channel  
 Maintenance Dredging

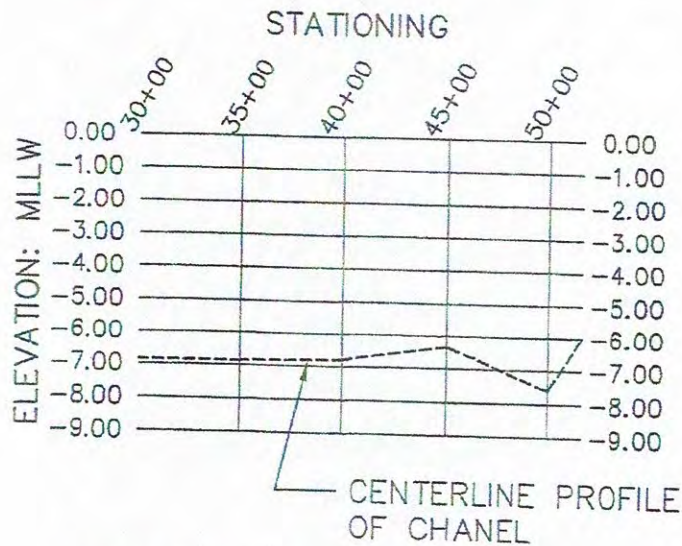
Sheet 8 of 12

May 2014





**PROFILE: OUTER CHANNEL** (A)  
NTS \$1.0



**PROFILE: OUTER CHANNEL** (B)  
NTS \$1.0

**W. B. Clausen Structural Engineers, Inc.**

1727 84th Street, Emeryville, California 94608  
Tel: (916) 835-1144 Fax: (916) 835-1133



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PHC

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DATE ISSUED

1-30-14

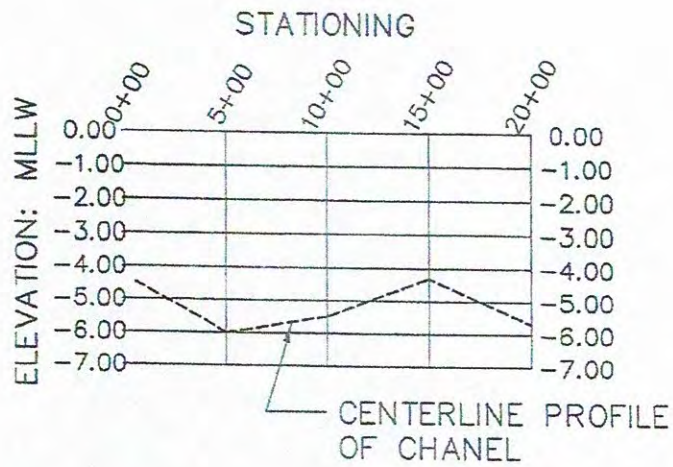
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Strawberry Channel  
Maintenance Dredging

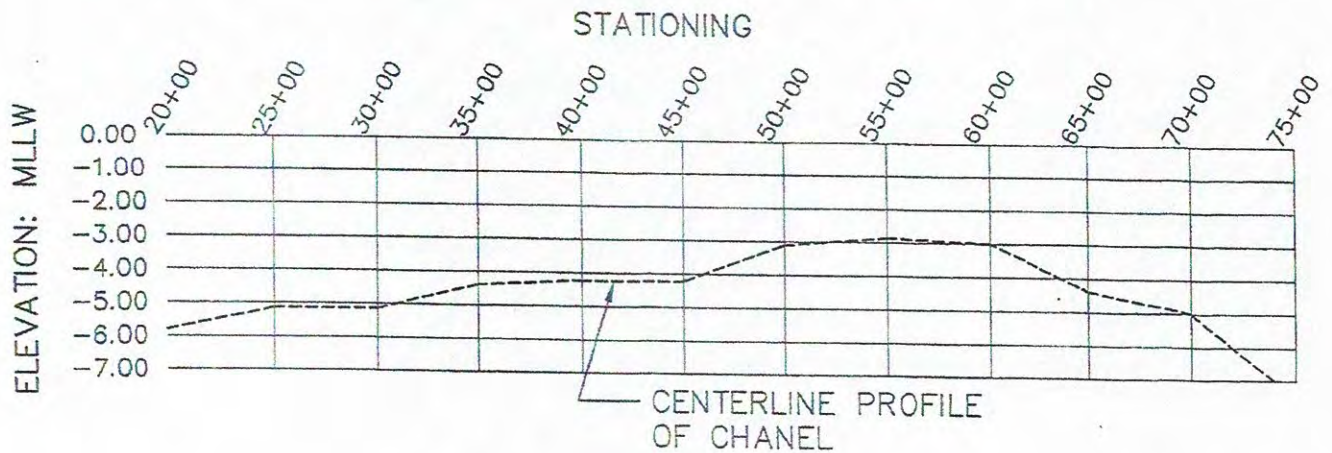
Sheet 9 of 12

May 2014





**PROFILE: INNER CHANNEL** A  
S1.1  
NTS



**PROFILE: INNER CHANNEL** B  
S1.1  
NTS

**W. B. Clausen Structural Engineers, Inc.**

1727 94th Street, Emeryville, California 94608  
Tel: (510) 525-1144 Fax: (510) 525-1133



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DATE ISSUED

1-30-14

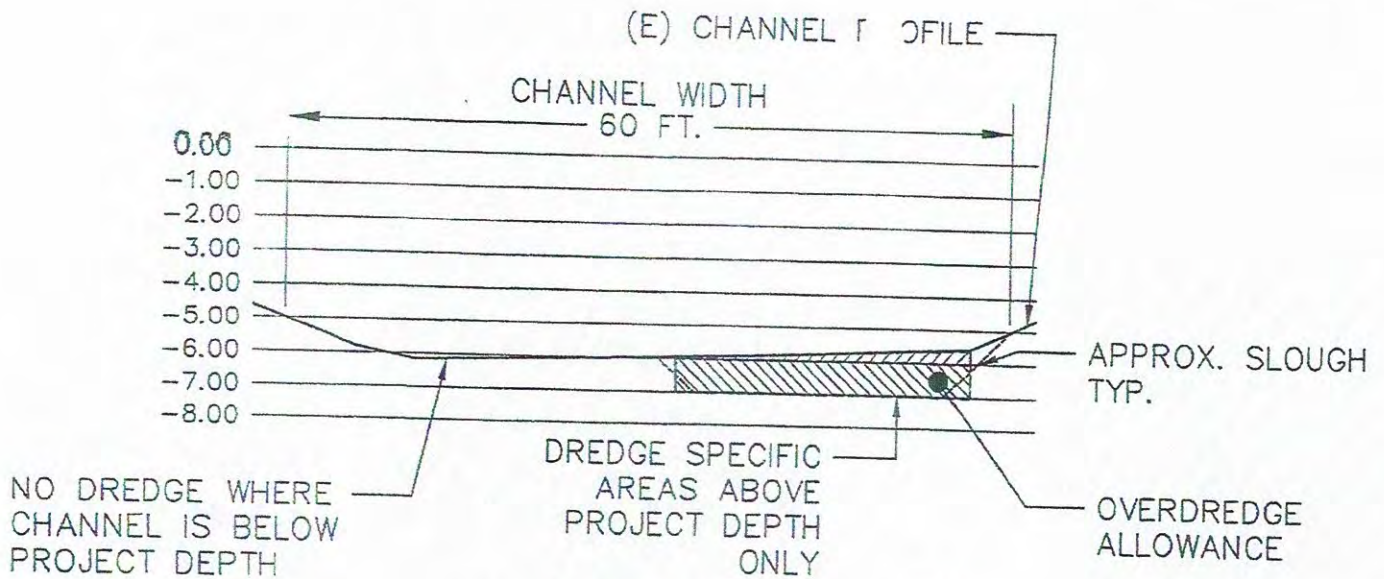
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Strawberry Channel  
Maintenance Dredging

Sheet 10 of 12

May 2014



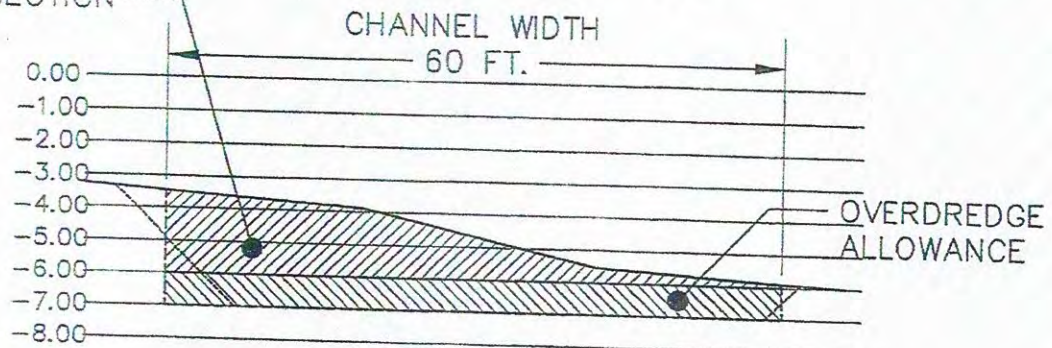


### DREDGE SECTION

NTS

A  
S1.2

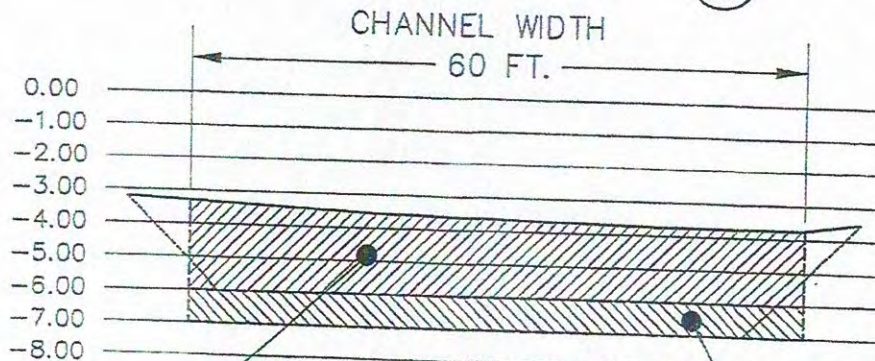
DREDGE SECTION



### DREDGE SECTION

NTS

B  
S1.2



DREDGE SECTION

### DREDGE SECTION

NTS

C  
S1.2

OVERDREDGE ALLOWANCE

W. B. Clausen Structural Engineers, Inc.

1727 64th Street, Emeryville, California 94608  
Tel: (510) 885-1144 Fax: (510) 885-1133



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PHC

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DATE ISSUED

1-30-14

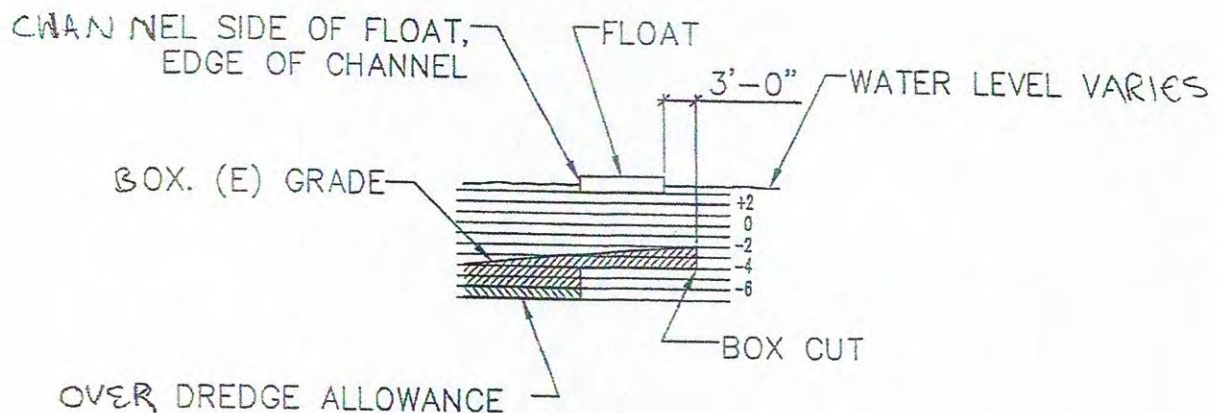
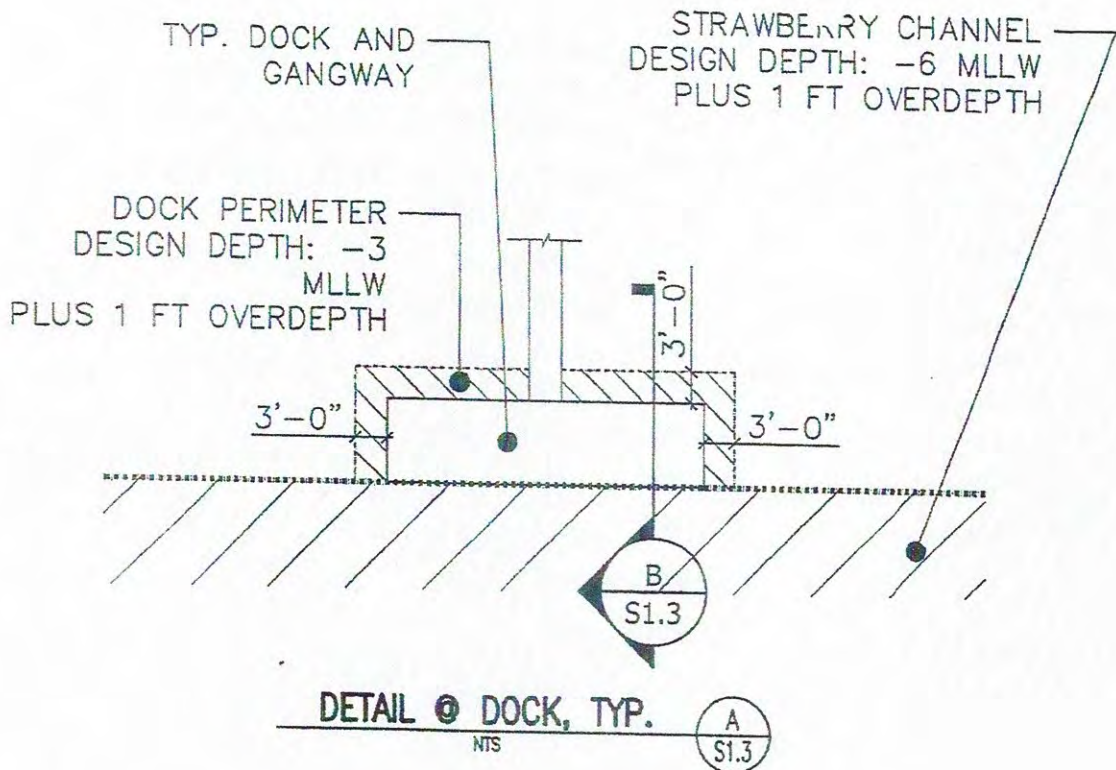
USACE File: 2011-00237N


Strawberry Channel  
Maintenance Dredging

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May 2014





<p><b>W. B. Clausen Structural Engineers, Inc.</b></p> <p>1727 64th Street, Emeryville, California 94608 Tel: (510) 655-4141 Fax: (510) 655-1133</p> 	<p>DRAWN BY PHC</p> <p>CHECKED BY</p> <p>DATE ISSUED 1-30-14</p>	<p>USACE File: 2011-00237N</p> <p>Strawberry Channel Maintenance Dredging</p> <p>Sheet 12 of 12</p> <p>May 2014</p>
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Making San Francisco Bay Better

**BCDC Original**

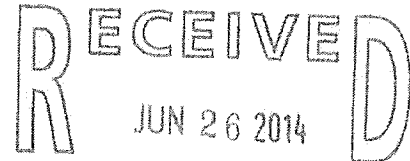
**PERMIT NO. M2004.028.03**

(Issued on February 7, 2005, As

Amended Through June 24, 2014)

**AMENDMENT NO. THREE**

Strawberry Recreation District, Zone IV  
118 East Strawberry Drive  
Mill Valley, California 94941



**ATTENTION:** Ms. Leanne Kreuzer, District Manager

SAN FRANCISCO BAY CONSERVATION  
& DEVELOPMENT COMMISSION

**AND**

The Cove Apartments  
RP Maximus Cove Owner, L.L.C.  
c/o Rockpoint Group  
Woodlawn Hall at Old Parkland  
3953 Maple Avenue, Suite 300  
Dallas, Texas 75219

**ATTENTION:** Mr. Ron J. Hoyl, Vice President

Dear Ms. Kreuzer and Mr. Hoyl:

**I. Authorization**

A. Subject to the conditions stated below, the permittees, Strawberry Recreation District and The Cove Apartments, are hereby authorized to do the following:

**Location:** In the Bay, at Strawberry Channel, Richardson Bay, in the town of Mill Valley, Marin County, and at the state and federally authorized Alcatraz (SF-11) disposal site, in the City and County of San Francisco (Exhibits A and B).

**Description:** 1. Maintenance dredging of approximately: (1) 131,509 cubic yards (cy) of material to a depth of minus six feet Mean Low Lower Water (MLLW) plus one foot of over dredge depth, and (2) 5,000 cy (included in the total of 131,509 cy) of material to a depth of minus three feet MLLW from under and adjacent to the docks plus one foot of over dredge depth as shown in Exhibits B through N, from Strawberry Channel in Mill Valley, Marin County (Complete).



2. Conduct maintenance dredging of up to 200,000 cy of sediment from the Strawberry Channel to depth of minus 6 feet MLLW plus one foot of over-depth allowance, including sediment from adjacent to and under the existing, floating docks to a depth of minus 3 feet MLLW with one foot of over-depth allowance; over a ten year period (Exhibit C)(Amendment No. Three); and
3. Dispose of the dredged material at the state and federally authorized Alcatraz disposal site (SF-11) ~~over five years~~ (Amendment No. ~~Three~~Two).

B. This amended authority is generally pursuant to and limited by your original application received on August 5, 2004, and your letters received on October 13, 2006, and your letter received on May 31, 2007, and May 24, 2011, requesting Amendments No. One, and Two and Three, respectively, including all its accompanying and subsequent information, exhibits, correspondence and all conditions of this amended permit.

C. Work authorized herein by Amendment No. Two should have ~~must~~ commenced prior to August 1, 2008 or this amended permit would have will lapsed and become null and void. Such work should have been must also be diligently pursued to completion and must have been completed by February 7, 2010, unless an extension of time was granted by further amendment of this amended permit (completed).

Work authorized herein by Amendment No. Three must commence prior to August 1, 2015, or this amended permit will lapse and become null and void. Such work must also be diligently pursued to completion and must be completed by June 24, 2024, unless an extension of time is granted by further amendment of this amended permit (Amendment No. ~~Two~~ Three).

## II. Special Conditions

The authorization made herein shall be subject to the following special conditions, in addition to the standard conditions in Part IV:

A. **Water Quality Approval.** At least 45 days prior to the commencement of any dredging and/or disposal episode authorized herein, the permittees shall submit to the Executive Director water quality certification, waste discharge requirements, or any other required approvals from the California Regional Water Quality Control Board, San Francisco Bay Region. Failure to obtain such certification prior to the commencement of any dredging and/or disposal episode shall terminate the Commission's authorization for that episode. The Executive Director may, upon review of the Regional Board approval, either: (1) approve the dredging and/or disposal episode consistent with this authorization; or (2) amend this authorization, as necessary, related to water quality issues. Unless the permittees agree to amend this authorization in a manner specified by or on behalf of the Commission, this permit shall become null and void. ~~The water quality certificate for the first episode has been received by the Commission staff.~~



B. Ten Five-Year Permit for Dredging and Disposal. The approximately 131,509 cy or less of maintenance dredging authorized shall be completed within five years of the date of issuance of this amended permit. No further dredging is authorized (Amendment No. Two) (Complete).

Amendment No. Three authorizes up to 200,000 cy of maintenance dredging and disposal of dredged sediment to be completed by June 24, 2024. No further dredging or disposal is authorized (Amendment No. Three).

C. Limits on Dredging. ~~This amended permit authorizes maintenance dredging only within area(s) as shown on Exhibits A through N to an authorized project depth of minus six feet MLLW in the channel and minus three feet under and adjacent to the docks, plus one foot of allowable over dredge depth. Amendment No. Two authorizes the expanded dredging footprints of five docks for lots 9, 10, 36, 37, and 38 as shown in Exhibits J through N. Exhibits J through N show the expanded dredging footprint for these docks in the project area and therefore supersede exhibits C, H and I, only in regards to lots 9, 10, 36, 37, and 38. Amendment No. Three authorizes maintenance dredging within the Strawberry Channel to an authorized project depth of minus 6 feet MLLW with one foot of over-depth allowance and adjacent to and under the floating docks to minus 3 feet MLLW plus one foot of over-depth allowance as shown in Exhibit C (Amendment No. Three). No dredging in other areas is authorized.~~

D. Dredging and Disposal Activity Pre-Dredging and Disposal Report and Notice. At least 45 days before the commencement of any dredging and disposal episode authorized herein, the permittees shall submit to the Commission's Executive Director:

1. a. a bathymetric map showing the location of all areas authorized to be dredged, the authorized depth including over-dredge depth based on MLLW, the volume of material proposed to be dredged, and the approximate date of project commencement. At least two (2) weeks prior to the scheduled date of commencement of any dredging episode, the permittees shall notify the Commission staff by telephone or in writing or, if the date of commencement changes, provide an updated schedule.
2. b. a written statement to the Executive Director that contains: (1) the proposed disposal site and quantity of material to be disposed, and dates within which the disposal episode is proposed; (2) if applicable, a discussion as to how the volume proposed for disposal is consistent with in-Bay disposal allocations and disposal site limits; and (3) the results of chemical and biological testing of sediment proposed for disposal; and (4) a signed Small Dredger Programmatic Alternatives Analysis (SDPAA) agreement form if the permittees fits the criteria of a small dredger. Having a signed SDPAA on file at the Commission satisfies this condition (Amendment No. Three).



E. ~~2.~~ **Authorization of Disposal.** The authorization for the proposed in-Bay disposal shall become effective only if the Executive Director: (1) informs the permittees in writing or via email that the episode is consistent with the authorization provided herein, alternative disposal and beneficial reuse options are infeasible, the volume proposed for disposal is consistent with both in-Bay disposal allocations, if applicable, and the disposal site limits, and the material is suitable for in-Bay disposal; or (2) does not respond to the permittees' pre-disposal report within 30 days of its receipt. If the Executive Director determines that: (a) ocean disposal, upland disposal, or beneficial reuse of the material is feasible; (b) the material proposed for disposal is unsuitable for the Bay; or (c) the proposed disposal is inconsistent with in-Bay allocations and disposal site limits, the Commission's authorization for in-Bay disposal shall be terminated.

F. ~~3.~~ **Post-Dredging Requirements**

- 1.a. Within (30) days of completion of each dredging episode authorized by this permit, the permittees shall submit to the Commission a bathymetric map showing the actual area(s) and depths dredged including over-dredge depth based on MLLW, any dredging that occurred outside the area or below the depths authorized herein, and a written statement indicating the total volume of material dredged and disposed and the disposal location.
- 2.b. If a dredging episode stops for longer than six consecutive months, the permittees must submit, before the dredging episode has resumed, notification to the Commission that dredging will begin again. If a dredging episode is suspended for more than six months, the Commission may require the permittees to complete: (1) new sediment characterization, (2) a re-survey of the dredge area, and/or (3) a revised alternative disposal option analysis.
- 3.c. If the dredging episode continues longer than one year, whether dredging is continual throughout the year or is fragmented within the episode, the permittees must provide the Commission with the following dredging report:  
(1) the actual areas and the depth dredged based on MLLW, and any dredging that occurred outside the area dredged; (2) the actual volume of the material dredged; and (3) the volume and location of the material disposed. The dredging report must be submitted no later than one year after the commencement of the episode, and must be submitted every six months thereafter throughout the life of the permit or until the episode is complete. The Commission may require additional sediment characterization, bathymetric surveys, and/or alternative disposal analyses at the commencement of the next episode. Within 30 days of the completion of the episode, the permittees must submit a dredging report as described in Special Condition II-F-1.



**GE. Seasonal Limitations.** Except as provided below, all dredging and disposal activities shall be confined to the work window, between ~~September~~ June 1<sup>st</sup> and October 31<sup>st</sup> of any year, to minimize disturbance to the following endangered and special status species:

Species of Concern	Work Window Period	Consulting Agency
Steelhead Trout	June 1 <sup>st</sup> to November 30 <sup>th</sup>	NOAA, CDFW
Chinook Salmon	June 1 <sup>st</sup> to November 30 <sup>th</sup>	NOAA, CDFW
Coho Salmon	June 1 <sup>st</sup> to October 31 <sup>st</sup>	NOAA, CDFW
Clapper Rail	September 1 <sup>st</sup> to January 31 <sup>st</sup>	FWS
Pacific Herring	March 1 <sup>st</sup> to November 30 <sup>th</sup>	CDFGW

CDFGW-California Department of Fish and Game-Wildlife; NOAA-NOAA Fisheries, FWS—U.S. Fish and Wildlife Service

This work window between ~~September~~ June 1<sup>st</sup> and October 31<sup>st</sup> is consistent with Tables F-1 and F-2 of Appendix F, "In-Bay Disposal and Dredging" and Figures 3.2 and 3.3 of the Long-Term Management Strategy (LTMS) Management Plan 2001. No work inconsistent with the time and location limits contained in these tables may be conducted without the approval of the Executive Director, provided that such approval may only be issued after (1) any required consultation between the US Army Corps of Engineers and the ~~U.S. Fish and Wildlife Service~~ and/or NOAA Fisheries and BCDC and California Department of Fish and Wildlife (CDFW) has occurred (Amendment No. Three); and (2) the Executive Director has determined that dredging and disposal outside of the work window will be consistent with the Commission's laws and policies.

To protect the herring fishery, no dredging shall occur between December 1<sup>st</sup> and February 28<sup>th</sup> of any year without the written approval of the Executive Director, provided that such approval may only be issued: (1) after Strawberry Recreation District and The Cove Apartments representative requests concurrence from the ~~California Department of Fish and Game~~ CDFW to dredge outside of the work window, discussions between the Strawberry Recreation District and The Cove Apartments representative and the ~~Department of Fish and Game~~ CDFW (Amendment No. Three) has occurred and the outcome of those discussions has been provided to the Commission staff; and (2) the Executive Director has determined that dredging and disposal outside of the work window will be consistent with the Commission's laws and policies.

**H. Longfin Smelt.** If, at any time during the life of this permit, any new laws, policies or regulations require measures to protect longfin smelt from potential adverse impacts of dredging, dredged material disposal, and/or beneficial reuse of dredged material, this permit shall become null and void unless the permittees agrees to amend this authorization to comply with the new laws, policies, or regulations in a manner specified by or on behalf of the Commission. For example, if CDFW requires an incidental take permit under the California Endangered Species Act, the permittees must obtain the CDFW take permit, provide the take permit to the Commission and amend the Commission's permit or the Commission's permit will become null and void (Amendment No. Three).



**I. Eelgrass Protection.**

1. **Pre- and Post Dredge Eelgrass Survey.** Due to the presence of eelgrass in Richardson Bay and proximity of eelgrass beds to the navigation channel, an eelgrass survey will be performed within the dredge footprint and within 250 meters of the dredge footprint before and after each dredge episode. The eelgrass survey should be conducted at low tide and determine the total area and density of eelgrass within and adjacent to the dredging footprint. The pre-dredge eelgrass surveys shall be provided to NOAA Fisheries, CDFW and the Commission staff for review and approval a minimum of 30 days prior to commencement of the dredge episode. The post-dredge eelgrass survey shall be provided to NOAA Fisheries, CDFW and the Commission staff for review and approval within 60 days of the dredge episode (Amendment No. Three).
2. **Silt Curtain or Light Monitoring.** Based on the pre-dredge eelgrass survey findings, silt curtains and/or light monitoring may be required to prevent or minimize negative impacts on the eelgrass beds due to the water turbidity caused by nearby dredging. The Commission staff will notify the permittees upon review and approval of the pre-dredge eelgrass survey if a silt curtain/light monitoring is necessary for that episode. If a silt curtain/light monitoring is necessary, the permittees shall incorporate a silt curtain/light monitoring into the dredge episode or this permit shall become null and void (Amendment No. Three).
3. **Mitigation.** Based on the pre-dredge and post-dredge eelgrass surveys, mitigation for direct loss of eelgrass may be required. In the event that mitigation is required, the permittees shall submit for review and approval a mitigation and monitoring plan to Commission staff prior to implementing the project or dredging episode. If mitigation is required, the permittees shall implement the approved mitigation and monitoring program, and if necessary to request an amendment of this permit to authorized mitigation plan (Amendment No. Three).

**JF. Barge Overflow Sampling and Testing.** Results of any effluent water quality or other testing required by the California Regional Water Quality Control Board, San Francisco Bay Region shall be submitted in writing to Commission staff at the same time such testing is submitted to the Regional Board.

**KG. Monitoring and Enforcement.** The permittees shall allow the Commission staff or representatives of other state or federal agencies to come aboard the dredge or barge associated with any dredging or disposal episode and observe the operation(s) to ensure that these activities are consistent with pre-dredging reports required herein and other terms and conditions of this permit. Further, the Commission reserves the right to have post-dredging reports inspected by a reliable third party familiar with bathymetric mapping in order to verify the contents of these reports. If a third party selected by or on behalf of the Commission



indicates that a post-dredging report is inaccurate, the Commission reserves the right to require the permittees to submit a revised report that meets the conditions of this permit. If the Commission determines that the post-dredging report indicates that work has occurred beyond that authorized by this permit such violation may result in the initiation of enforcement action by or on behalf of the Commission.

**L.H. Long-Term Management Strategy Program.** If, at any time during the effective life of this permit, the Commission's laws, Bay Plan policies, or regulations are changed and are in effect regarding dredging, dredged material disposal, and beneficial reuse consistent with the multi-agency Long-Term Management Strategy Program (LTMS), this permit shall become null and void unless the permittees agree to amend this authorization to meet the new laws, policies, or regulations in a manner specified by or on behalf of the Commission.

**M.I. Property Interest.** ~~By December 31, 2007, Prior to approval of each dredging episode authorized herein, the permittees shall provide the property documents for any dredge area that has been bought or sold between episodes for each area proposed to be dredged, including~~ corresponding maps with a scale, north arrow, the property lines, and the dredging footprint for each area of the project, to the Commission staff for review and approval (Amendment No. Three). In addition, the permittees shall also provide a scaled master map, developed by a licensed land surveyor that has a north arrow and details how the property documents relate to areas of the channel and individual docks. If the permittees does not provide this information, or if the information provided is inadequate, no additional dredging will be authorized until such documents are provided.

**N. Notice to Contractor.** The permittees shall provide a copy of this permit to any contractor or person working in concert with the permittees to carry out the activities authorized herein and shall point out the special conditions contained herein (Amendment No. Three).

### III. Findings and Declarations

On behalf of the Commission, I find and declare that:

A. **Permit History:** This permit was originally issued on February 7, 2005 and authorized maintenance dredging of approximately 117,300 cy of material to maintain the navigational channels along Strawberry Channel to a depth of minus six feet plus 1 foot of authorized overdredge. The material was authorized to be disposed at the Alcatraz Disposal Site (SF-911).

1. Amendment No. One, issued on October 19, 2006, increased the amount of authorized volume to 131,000 cy and authorized dredging under the docks to maintain a depth of minus three feet plus one foot of authorized overdredge.
2. Amendment No. Two authorized the removal of an additional 509 cy of material for a total of 131,509 cy of authorized volume in order to expand the dredging footprint of five docks for lots 9, 10, 36, 37, and 38 as shown in Exhibits J through N. Exhibits J through N show the expanded dredging footprint for these docks in the project area and therefore supercede exhibits G, H and I, only in regards to lots 9, 10, 36, 37, and 38.



B. **Authorization.** The project authorized by this amended permit involves maintenance dredging of approximately ~~131,509~~ <sup>cy</sup> of material sediment from Strawberry Channel, and disposal of the material at the state and federally-designated Alcatraz (SF-11) disposal site over a ~~ten-five~~ year period, a project consistent with Regulation Sections 10602 (a) as maintenance dredging completed within a period of five years with disposal at an approved in-bay disposal site consistent with annual target volumes, at the ocean, and at a non-aquatic location, and thus as a "minor repair or improvement" for which the Executive Director may issue a permit, pursuant to Government Code Section 66632(f) and Regulation Sections 10602(a), 10602(e), and 10713.5(a) (Amendment No. Three One).

C. **San Francisco Bay Plan and McAteer-Petris Act.** The project authorized by this amended permit is consistent with the McAteer-Petris Act and with the San Francisco Bay Plan in that it will not adversely affect the Bay nor public access to and enjoyment of the Bay. The Special Conditions have been included to ensure that the project minimizes potential adverse impact to native, endangered, and/or special status species, and Bay water quality. The project also adheres to the Bay Plan's dredging policies in that dredged material disposal will not cause further sedimentation or harmful effects to the ecology of the Bay.

The proposed project adheres to the Bay Plan's Dredging policies in that navigation safety is maintained in the Strawberry Channel and dredged material disposal will be conducted within the parameters of the LTMS program. The project is also consistent with the Bay Plan's Dredging Policy No. Three and Water Quality policies in that Special Condition II-A requires a water quality certification from the San Francisco Bay Regional Water Quality Control Board for dredging and disposal episode approval (Amendment No. Three).

Special Conditions are included to ensure that the project minimizes potential adverse impact to native, endangered, and/or special status species, making it consistent with the Commission's Fish, Other Aquatic Organisms and Wildlife policies. Specifically, per Special Condition II-G, the sediment dredging and disposal will take place between June 1 and October 31 of any year to protect the state- and federally-listed steelhead trout, Chinook and Coho salmon and Pacific herring.

Regarding the state and federally listed California clapper rail, based on the Strawberry Recreation District California Clapper Rail 2005 Breeding Season Study conclusion that Clapper Rail were not found to be inhabiting Aramburu Island, a habitat area adjacent the Strawberry Channel, and the US Army Corps of Engineers' "finding of no effect," based on their reference to the California Natural Diversity Database, the Clapper Rail work window (September 1<sup>st</sup> to January 31<sup>st</sup>) has been removed from Special Conditions II-G. Special Condition II-I outlines the eelgrass protection requirements for dredging and disposal projects in coordination with NOAA Fisheries and CDFW (Amendment No. Three).

D. **Coastal Zone Management Act.** The Commission further finds, declares, and certifies that the activity or activities authorized herein are consistent with the Commission's Amended Management Program for San Francisco Bay, as approved by the Department of Commerce under the Federal Coastal Zone Management Act of 1972, as amended.

E. **Environmental Review.** Pursuant to Regulation Section 11501, the project authorized by this amended permit is categorically exempt from the requirement to prepare an environmental impact report.



F. **Listing with the Commission.** Pursuant to Regulation Section 10620, the original project was listed with the Commission on February 4, 2005.

#### IV. Standard Conditions

A. **Permit Execution.** This amended permit shall not take effect unless the permittees execute the original of this amended permit and return it to the Commission within ten days after the date of the issuance of the amended permit. No work shall be done until the acknowledgment is duly executed and returned to the Commission.

B. **Notice of Completion.** The attached Notice of Completion and Declaration of Compliance form shall be returned to the Commission within 30 days following completion of the work.

C. **Permit Assignment.** The rights, duties, and obligations contained in this amended permit are assignable. When the permittees transfer any interest in any property either on which the authorized activity will occur or which is necessary to the full compliance of one or more conditions to this amended permit, the permittees/transferors and the transferees shall execute and submit to the Commission a permit assignment form acceptable to the Executive Director (*call for a copy of the form or download it from our website*). An assignment shall not be effective until the assignees execute and the Executive Director receives an acknowledgment that the assignees have read and understand the amended permit and agree to be bound by the terms and conditions of the amended permit, and the assignees are accepted by the Executive Director as being reasonably capable of complying with the terms and conditions of the amended permit.

D. **Permit Runs With The Land.** Unless otherwise provided in this amended permit, the terms and conditions of this amended permit shall bind all future owners and future possessors of any legal interest in the land and shall run with the land.

E. **Time Limits.** Unless otherwise provided in this amended permit, any work authorized herein shall be completed within the time limits specified in this amended permit, ~~or, if no time limits are specified in the amended permit, within three years.~~ If the work is not completed by the date specified in the amended permit, ~~or, if no date is specified, within three years from the date of the amended permit,~~ the amended permit shall become null and void. If an amended permit becomes null and void for a failure to comply with these time limitations, any fill placed in reliance on this amended permit shall be removed by the permittees or their assignees upon receiving written notification by or on behalf of the Commission to remove the fill.

F. **Other Government Approval.** All required permissions from governmental bodies must be obtained before the commencement of work; these bodies include, but are not limited to, the U. S. Army Corps of Engineers, the State Lands Commission, the Regional Water Quality Control Board, and the city and/or county in which the work is to be performed, whenever any of these may be required. This amended permit does not relieve the permittees of any obligations imposed by State or Federal law, either statutory or otherwise.



G. **Built Project must be Consistent with Application.** Work must be performed in the precise manner and at the precise locations indicated in your application, as such may have been modified by the terms of the amended permit and any plans approved in writing by or on behalf of the Commission.

H. **Water Quality – Turbidity.** Work must be performed in a manner so as to minimize muddying of waters, and if diking is involved, dikes shall be waterproof. If any seepage returns to the Bay, the permittees will be subject to the regulations of the Regional Water Quality Control Board in that region.

I. **Life of Authorization.** Unless otherwise provided in this amended permit, all the terms and conditions of this amended permit shall remain effective for so long as the amended permit remains in effect or for so long as any use or construction authorized by this amended permit exists, whichever is longer.

J. **Commission Jurisdiction.** Any area subject to the jurisdiction of the San Francisco Bay Conservation and Development Commission under either the McAteer-Petris Act or the Suisun Marsh Preservation Act at the time the amended permit is granted or thereafter shall remain subject to that jurisdiction notwithstanding the placement of any fill or the implementation of any substantial change in use authorized by this amended permit. ~~K~~ Any area not subject to the jurisdiction of the San Francisco Bay Conservation and Development Commission that becomes, as a result of any work or project authorized in this amended permit, subject to tidal action shall become subject to the Commission's "Bay" jurisdiction.

~~L~~ K. **Changes to the Commission's Jurisdiction as a Result of Natural Processes.** This amended permit reflects the location of the shoreline of San Francisco Bay when the amended permit was issued. Over time, erosion, avulsion, accretion, subsidence, relative sea level change, and other factors may change the location of the shoreline, which may, in turn, change the extent of the Commission's regulatory jurisdiction. Therefore, the issuance of this amended permit does not guarantee that the Commission's jurisdiction will not change in the future.

~~M~~ L. **Violation of Permit May Lead to Permit Revocation.** Except as otherwise noted, violation of any of the terms of this amended permit shall be grounds for revocation. The Commission may revoke any amended permit for such violation after a public hearing held on reasonable notice to the permittees or their assignees if the amended permit has been effectively assigned. If the amended permit is revoked, the Commission may determine, if it deems appropriate, that all or part of any fill or structure placed pursuant to this amended permit shall be removed by the permittees or their assignees if the amended permit has been assigned.

~~N~~ M. **Should Permit Conditions Be Found to be Illegal or Unenforceable.** Unless the Commission directs otherwise, this amended permit shall become null and void if any term, standard condition, or special condition of this amended permit shall be found illegal or unenforceable through the application of statute, administrative ruling, or court determination. If this amended permit becomes null and void, any fill or structures placed in reliance on this amended permit shall be subject to removal by the permittees or their assignees if the amended



PERMIT NO. M2004.028.03

Strawberry Recreation District and

The Cove Apartments

(Issued on February 7, 2005, As

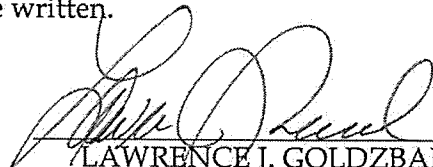
Amended Through June 24, 2014)

AMENDMENT NO. THREE

Page 11

permit has been assigned to the extent that the Commission determines that such removal is appropriate. Any uses authorized shall be terminated to the extent that the Commission determines that such uses should be terminated.

Executed at San Francisco, California, on behalf of the San Francisco Bay Conservation and Development Commission on the date first above written.

  
LAWRENCE J. GOLDZBAND  
Executive Director  
San Francisco Bay Conservation and  
Development Commission

LG/PS/go

cc: Debra O'Leary, U.S. Army Corps of Engineers, Regulatory Unit  
Jason Brush, U.S. Environmental Protection Agency  
Beth Christian, S.F. Bay Regional Water Quality Control Board  
Donn Oetzel, State Lands Commission  
Arn Aarreberg, California Department of Fish & Wildlife  
Gary Stern, NOAA Fisheries  
Ryan Olah, U.S. Fish and Wildlife Service  
Peter Clark, W.B. Clausen Structural Engineers


\* \* \* \* \*

Receipt acknowledged, contents understood and agreed to:

Executed at MILL VALLEY, CA

STRAWBERRY RECREATION DISTRICT  
Applicant

On 06.24.2014


By:   
SRO District Manager  
Title

Receipt acknowledged, contents understood and agreed to:

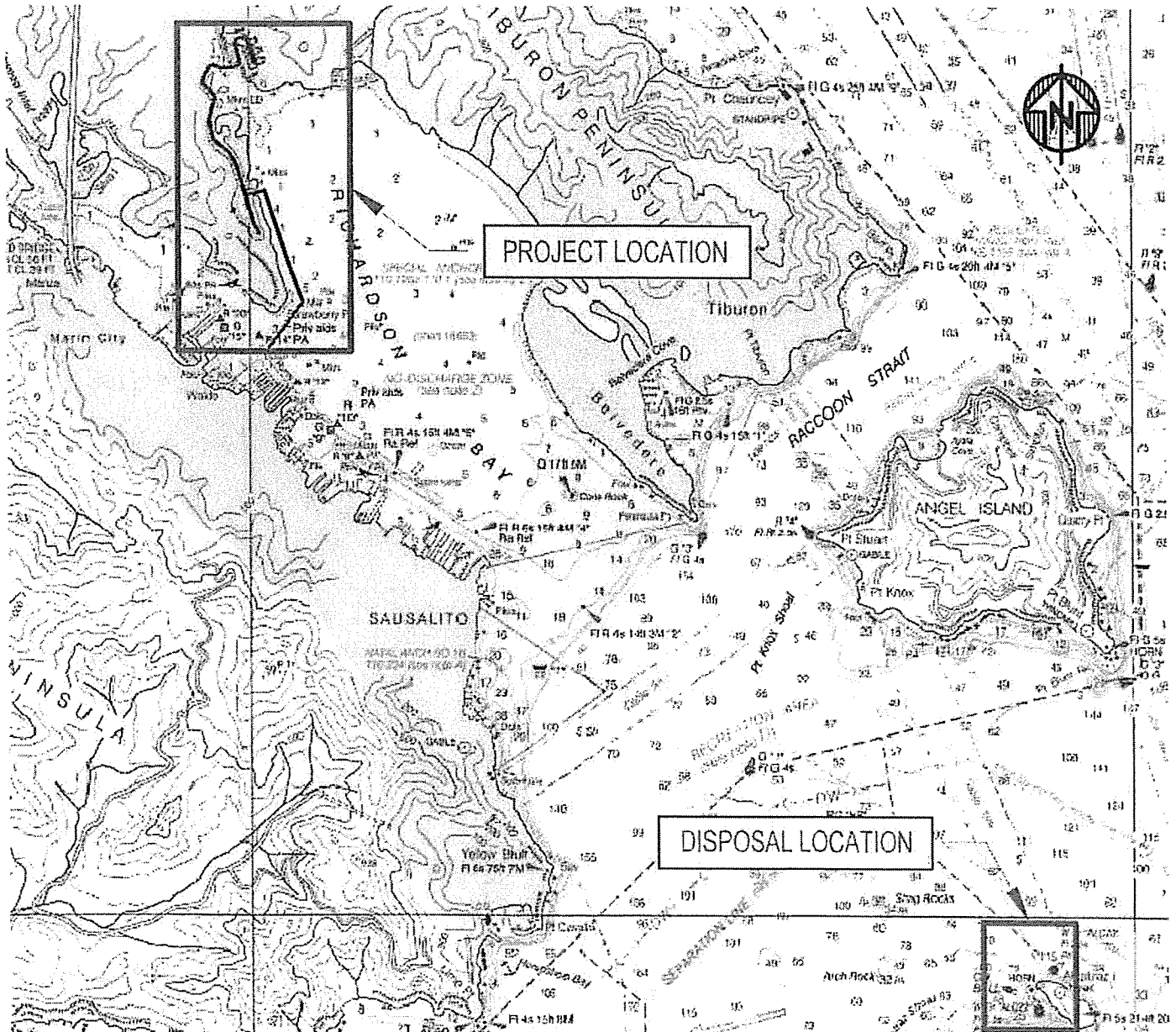
Executed at DALLAS, TX

RP MAXIMUS COVE OWNER, L.L.C.  
Applicant

On JUNE 25, 2014

By:   
PATRICK K. FOX  
VICE - PRESIDENT  
Title





VICINITY MAP

NTS

CHART REFERENCE:

NOAA CHART 18653 "SF BAY - ANGEL ISLAND TO POINT SAN PEDRO"

W. B. Clausen Structural Engineers, Inc.

1727 64th Street, Emeryville, California 94608  
 Tel: (916) 855-1144 Fax: (916) 855-1133



DRAWN BY

PHC

CHECKED BY

DATE ISSUED

11/22/13

STRAWBERRY CHANNEL  
 MAINTENANCE DREDGING  
 MILL VALLEY, CALIFORNIA

OVERALL SITE PLAN

V1.0

JOB NUMBER

22860





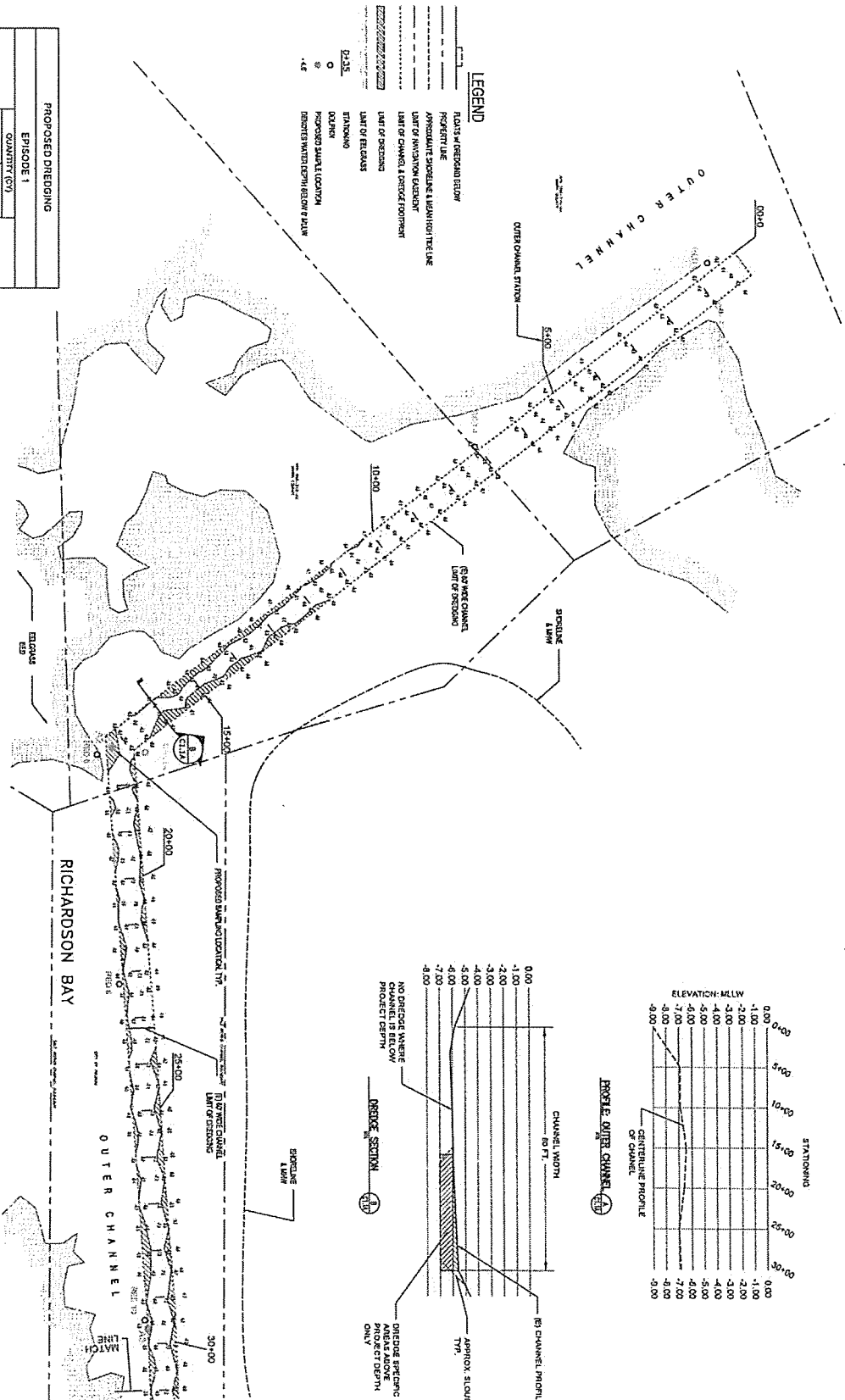


PROPOSED DREDGING			
QUANTITY (CY)		AREA (sq)	
ZONE	TO SECTION 4 MLLW	OVERDEPTH	AREA (sq)
A	11.00	5.400	1.23
B	10.00	21.200	7.52
C	11.200	5.500	2.82
AREA UNDER DOCKS	3 MLLW	OVERDEPTH	AREA (sq)
B DOCK(S)	400	500	0.28
C DOCK(S)	200	200	0.11
TOTAL	27,000 CY		12.64

DREDGING PLAN  
Scale 1" = 100'



- NOTES:
1. DREDGING OF SURVEY PROVIDED BY R.A.S. DATED SEPTEMBER 22, 2013
  2. DEPTHS SHOWN REFERENCED TO MLLW/ATLANTIC
  3. PLANS PREPARED BY W.B. CLAUSEN ENGINEERS, INC. (CLAUSEN AND ASSOCIATES)
  4. REGIONAL EROSION MONITORING RESULTS PROVIDED BY W.B. CLAUSEN & ASSOCIATES
  5. ALL DREDGED MATERIALS SHALL BE CONDUCTED WITHIN 60 DAYS OF THE START
  6. LIGHT MONITORING ON SLIT A PERIMETER SLIT CURTAIN SHALL BE INSTALLED PER THE
  7. DIRECTION OF THE DAM ON OTHER REGULATORY AGENCY
  8. DREDGING TO BE CONDUCTED ONLY IN AREAS WHERE THE DEPTH IS LESS THAN 5



**W.B. Clausen**  
Structural Engineers

118 East Strawberry Drive, Mill Valley, California

22800

**STRAWBERRY DREDGING**

118 East Strawberry Drive, Mill Valley, California

BCDC Permit No. M2004.028.03

Exhibit C1.1

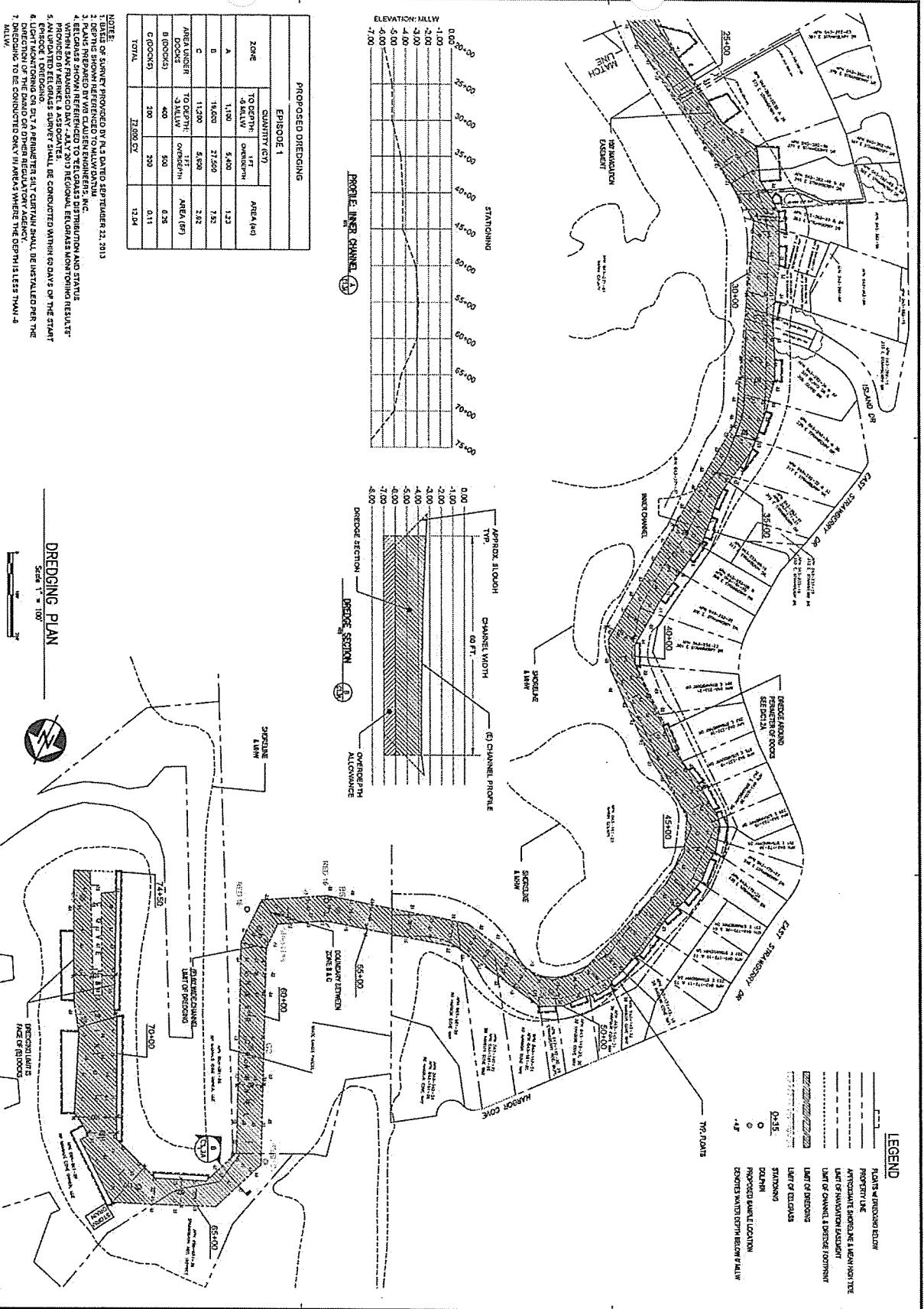
DREDGING PLAN

EPISODE 1

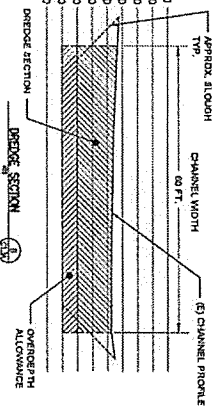
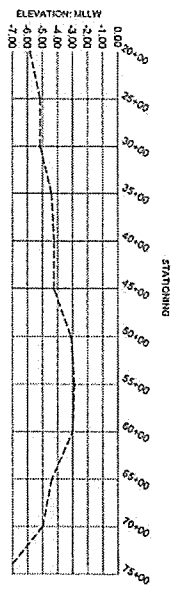




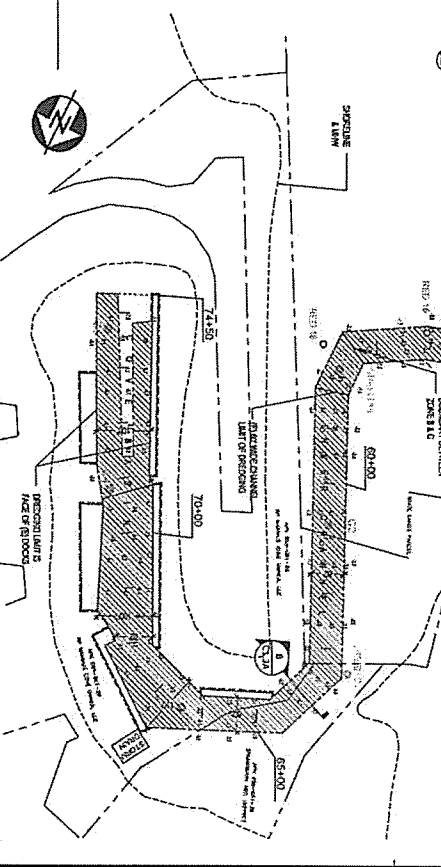




PROFILE, INNER CHANNEL



DREDGING PLAN



**STRAWBERRY DREDGING**

118 East Strawberry Drive, Mill Valley, California

**W.B. Clausen**  
**Strawberry Engineers**  
 118 East Strawberry Drive  
 Mill Valley, California 94041

**DREDGING PLAN**  
**EPISODE 1**

BCDC Permit No.  
 M2004.0281.03

Exhibit C1.3

22850

**LEGEND**

PLANTS & TREES EXISTING

PROPERTY LINE

ADJACENT SHORELINE & MAIN HIGH TIDE

LIMIT OF NAVIGATION FACILITY

LIMIT OF CHANNEL DREDGE FOOTPRINT

LIMIT OF DREDGING

LIMIT OF ELEVATION

STATIONING

PROPOSED DREDGE LOCATION

EXISTING DREDGE LOCATION

EXISTING DREDGE LOCATION





**San Francisco Bay Regional Water Quality Control Board**

*Sent via email to e-mail address*

June 5, 2014  
CIWQS Place ID 804410

Strawberry Recreation District  
Attn.: Ms. Leanne Kreuzer  
118 E. Strawberry Drive  
Mill Valley, CA 94941  
[admin@strawberryrec.org](mailto:admin@strawberryrec.org)

RP Maximus Cove Owner, LLC  
Attn.: Mr. Seth Mallen  
341 Vidal Drive  
San Francisco, CA 94132  
[smallen@maximusrepartners.com](mailto:smallen@maximusrepartners.com)

**Subject: Water Quality Certification, Maintenance Dredging in the Strawberry Channel, Mill Valley, Marin County**

Dear Ms. Kreuzer and Mr. Mallen:

We have reviewed and hereby issue certification for the Strawberry Recreation District's and the RP Maximus Cove Owner, LLC's (Applicants) application to perform navigational maintenance dredging in the outer and inner segments of the Strawberry Channel and underneath residential floating docks along the channel. The 2.5-mile long channel is in northwestern Richardson Bay adjacent to the eastern shoreline of Strawberry Point in Mill Valley, Marin County. The Applicants have applied for a U.S. Army Corps of Engineers individual permit authorizing multiple episodes of dredging over a 10-year period (Corps File No. 2011-00237) pursuant to section 404 of the Clean Water Act (33 USC 1344) (CWA) and section 10 of the Rivers and Harbors Act of 1899 (33 USC 403). Correspondingly, the Applicants have applied to the San Francisco Bay Regional Water Quality Control Board (Water Board) for a CWA section 401 water quality certification that the project will not violate State water quality standards.

**Project**

The project involves mechanically dredging, via clamshell or excavator bucket, approximately 200,000 cubic yards (cy) of sediment in two or more episodes over a 10-year period, to be completed by December 31, 2024. The finished project depth is -6 feet Mean Lower Low Water (MLLW) in the channel and -3 feet MLLW under the docks, plus an additional 1-foot overdredge allowance.



The initial dredging episode consists of removing approximately 72,000 cy from the 12.04-acre footprint shown in Figures 2, 3, and 4. The dredged material will be disposed of at the Alcatraz Island Disposal Site (SF-11) in San Francisco Bay.

### Testing Results

In conjunction with the Dredged Material Management Office (DMMO), we have reviewed a report for the initial 72,000 cy dredging episode characterizing the suitability of sediments for aquatic disposal in San Francisco Bay: *Report of Sampling and Analysis, Maintenance Dredging: Strawberry Channel: Mill Valley, CA*, dated May 1, 2014. Based on this report, we have determined that disposal of the dredged sediments at the SF-11 Disposal Site is appropriate.

### California Environmental Quality Act

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

### Certification and General Waste Discharge Requirements

I hereby issue an order certifying that any discharge from the referenced project, as conditioned by this Certification and Order, will comply with the applicable provisions of CWA sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards), and with other applicable requirements of State law. This discharge is also regulated under State Water Resources Control Board Order No. 2003-0017-DWQ, "General Waste Discharge Requirements for Dredge and Fill Discharges That Have Received State Water Quality Certification," which requires compliance with all conditions of this Water Quality Certification. The following conditions are associated with this certification:

1. Dredging shall be limited to the project depth of -6 feet MLLW in the channels and -3 feet MLLW under the docks, plus an additional 1-foot overdredge allowance.
2. No overflow or decant water shall be discharged from any barge at any time.
3. The initial dredging episode of approximately 72,000 cy is hereby approved. Sediment suitability determinations for subsequent dredging episodes shall be coordinated through the DMMO, following applicable federal and State guidance on a tiered testing framework and on the preparation of reports. Subsequent dredging and disposal episodes shall not commence until authorized in writing by Water Board staff.
4. The Applicants shall provide a technical report that documents monitoring efforts designed to evaluate the water quality impacts of the dredged material discharge on waters of the State, pursuant to California Water Code (Water Code) section 13267.

### Regional Monitoring Program

Please be aware that Condition 4 is an order for a technical report. The Water Board requires dischargers of waste materials to the Bay, including those who dispose of



dredged material, are required to monitor the impacts of their discharges under section 13267. This monitoring provides necessary information about ambient Bay water quality and potential long-term impacts of dredged material disposal. The Applicants may elect to participate in the San Francisco Estuary Regional Monitoring Program for Trace Substances (RMP) to fulfill this requirement or provide comparable data on an individual basis. The RMP is a coordinated and comprehensive long-term monitoring program with the goal of monitoring water and sediment quality to provide the scientific foundation for managing and improving the health of the San Francisco Bay aquatic ecosystem. Additionally, the RMP provides for special and pilot studies of interest to program participants.

Since 1992, many Bay Area dischargers have decided to provide this information through the RMP, rather than through individual monitoring programs. The San Francisco Estuary Institute (SFEI), located in Richmond, administers the program with oversight by the Water Board. Dischargers may contribute money to the RMP, based on the RMP Dredger Fee Schedule Policy and any subsequent amendments, as approved by the RMP Steering Committee. The fees will be based on in-bay dredge disposal volumes calculated using post-dredge survey results provided to the Water Board and SFEI by the U.S. Army Corps of Engineers. If the post-dredge survey volumes for each fiscal year ending June 30 are not reported to the Water Board by September 1 of the next fiscal year (same calendar year), RMP dredger participants will be billed based on reported bin volumes, which may overestimate the volume actually dredged. The Water Board recognizes payments to the RMP as fulfilling requirements to provide information on water quality impacts under section 13267.

5. Dredging and disposal activities shall be limited to the work windows established by the California Department of Fish and Wildlife (CDFW), the National Marine Fisheries Service (NMFS), and the U.S. Fish and Wildlife Service (USFWS) in their Biological Opinions on the Long Term Management Strategy for the Placement of Dredged Material in the San Francisco Bay Region, unless written authorization by the appropriate agencies to work outside these windows is provided to Water Board staff. This condition is a conditional requirement to submit a technical report pursuant to Water Code section 13267.

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

Species of Concern	Work Window Period	Consulting Agency
Pacific Herring	March 1 through November 30	CDFW
Chinook Salmon	June 1 through November 30	NMFS, CDFW*
Steelhead Trout	June 1 through November 30	NMFS

\*If a federal agency and CDFW are both listed, CDFW generally defers to the federal agency



6. In order to comply with the requirements set forth in the June 9, 2011, Programmatic Essential Fish Habitat Consultation Agreement between the U.S. Environmental Protection Agency, the Corps, and NMFS, the Applicants shall implement operational control best management practices, acceptable to NMFS, such as deployment of a silt curtain around the dredge footprint, to protect eelgrass beds within 250 meters of dredging activity in the outer channel from adverse impacts due to excess turbidity in the water column.
7. This certification does not allow for the take, or incidental take, of any special status species. The Applicants are required, as prescribed in the State and federal endangered species acts, to consult with the appropriate agencies prior to commencement of the project. The Applicants shall use the appropriate protocols, as approved by DFW, NMFS, and/or USFWS, to ensure that project activities do not adversely impact Preservation of Rare and Endangered Species, a beneficial use of San Francisco Bay and its tributaries as set forth in the Basin Plan.
8. The Applicants or their representative shall notify Water Board staff immediately by telephone and e-mail whenever an adverse condition occurs as a result of this activity. An adverse condition includes, but is not limited to, a violation or threatened violation of conditions of this certification, or a release of petroleum products or toxic chemicals to waters of the State. Pursuant to Water Code section 13267, a written notification of adverse condition shall be submitted to the Water Board within 30 days of occurrence. The written notification shall identify the adverse condition, describe the action necessary to remedy the condition, and specify a timetable, subject to the modifications of the Water Board, for remedial actions.
9. This certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to section 13330 of the Water Code and section 3867 of Title 23 of the California Code of Regulations (23 CCR).
10. This certification action is not intended and shall not be construed to apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent certification application was filed pursuant to 23 CCR Subsection 3855(b) and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
11. Certification is conditioned upon full payment of the required fee as set forth in 23 CCR Section 3833. The total fee required for certification of the subject project is \$ 39,307. Water Board staff received payment in full on March 20, 2014.

### Conclusion

This certification applies to the project as proposed in the application materials. Please be advised that failure to implement the project as proposed is a violation of this water quality certification. Any violation of water quality certification conditions is subject to administrative civil liability pursuant to Water Code sections 13268 and 13350. Failure to meet any condition of



a certification may subject the Applicants to civil liability imposed by the Water Board to a maximum of \$5000 per violation day for violations of section of Water Code section 13267 technical report requirements and \$5,000 per violation day or \$10 for each gallon of waste discharged in violation of this certification.

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

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

Sincerely,



Digitally signed by Naomi Feger  
DN: cn=Naomi Feger, o=SF Bay Water Board, ou=Planning Division Chief, email=nfeger@waterboards.ca.gov, c=US  
Date: 2014.06.05 14:49:43 -0700

For Bruce H. Wolfe  
Executive Officer

Attachments:

- Figure 1. Location Map
- Figure 2. Outer Channel Site Plan and 2014 Dredge Episode Footprint
- Figure 3. Outer and Inner Channel Transition Area Site Plan and 2014 Dredge Episode Footprint
- Figure 4. Inner Channel and Cove Basin Site Plan and 2014 Dredge Episode Footprint

cc w/attachments (all via email):

State Water Resources Control Board ([Stateboard401@waterboards.ca.gov](mailto:Stateboard401@waterboards.ca.gov))  
BCDC, San Francisco, CA (Brenda Goeden, [brendag@bcdca.gov](mailto:brendag@bcdca.gov)/Pascale Soumoy, [pascales@bcdca.gov](mailto:pascales@bcdca.gov))  
CA State Lands Commission, Sacramento, CA (Donn Oetzel, [oetzel@slc.ca.gov](mailto:oetzel@slc.ca.gov))  
DFW, Santa Rosa, CA (Arn Aarreberg, [Arn.Aarreberg@wildlife.ca.gov](mailto:Arn.Aarreberg@wildlife.ca.gov))  
USACE, San Francisco, CA (Debra O'Leary, [debra.a.o'leary@usace.army.mil](mailto:debra.a.o'leary@usace.army.mil))  
US EPA, WTR-8 (R9-WTR8-Mailbox@epa.gov)  
Peter Clark, Clausen Engineers ([pc@clausenengineers.com](mailto:pc@clausenengineers.com))



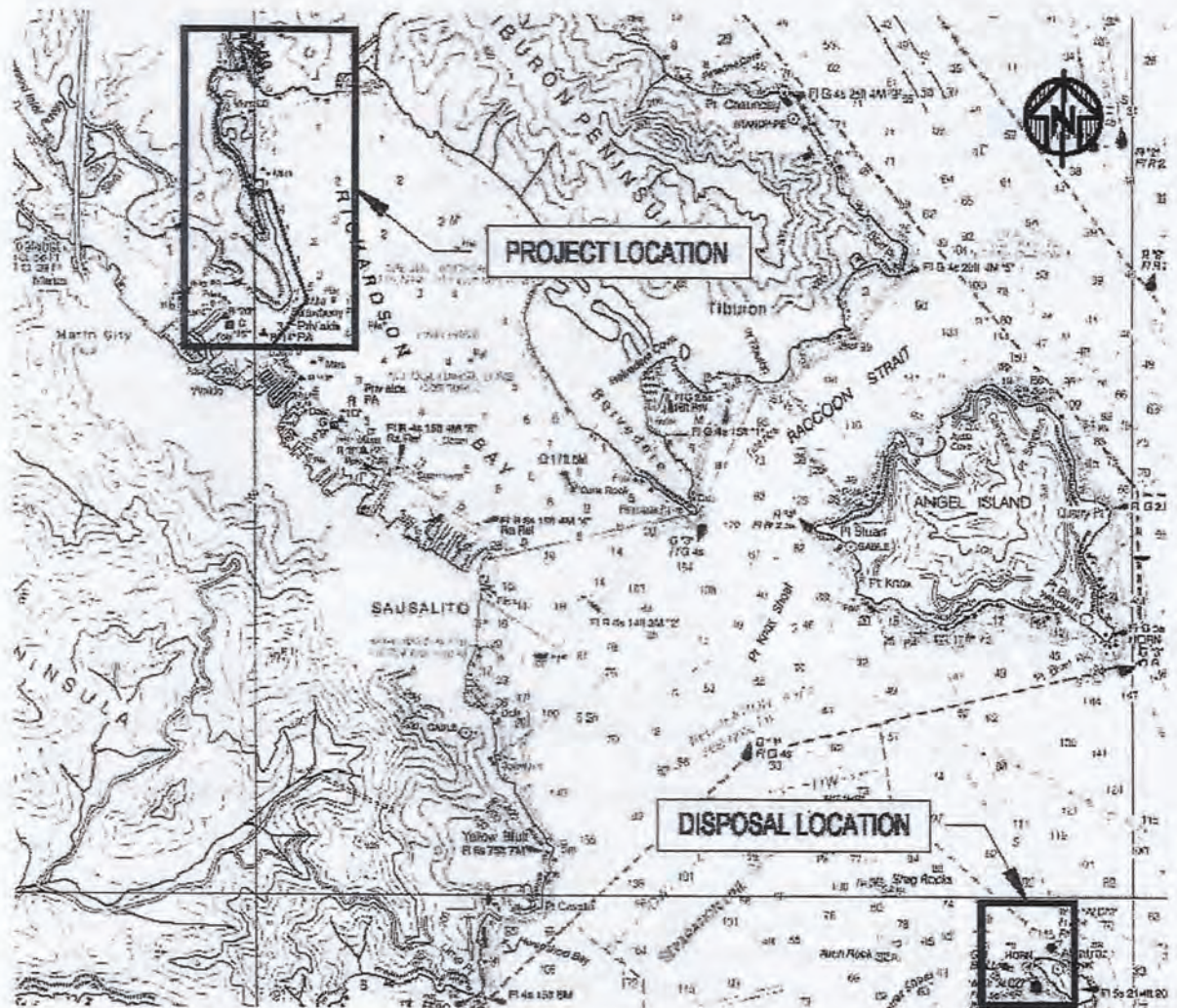


Figure 1. Location Map – Strawberry Channel Maintenance Dredging

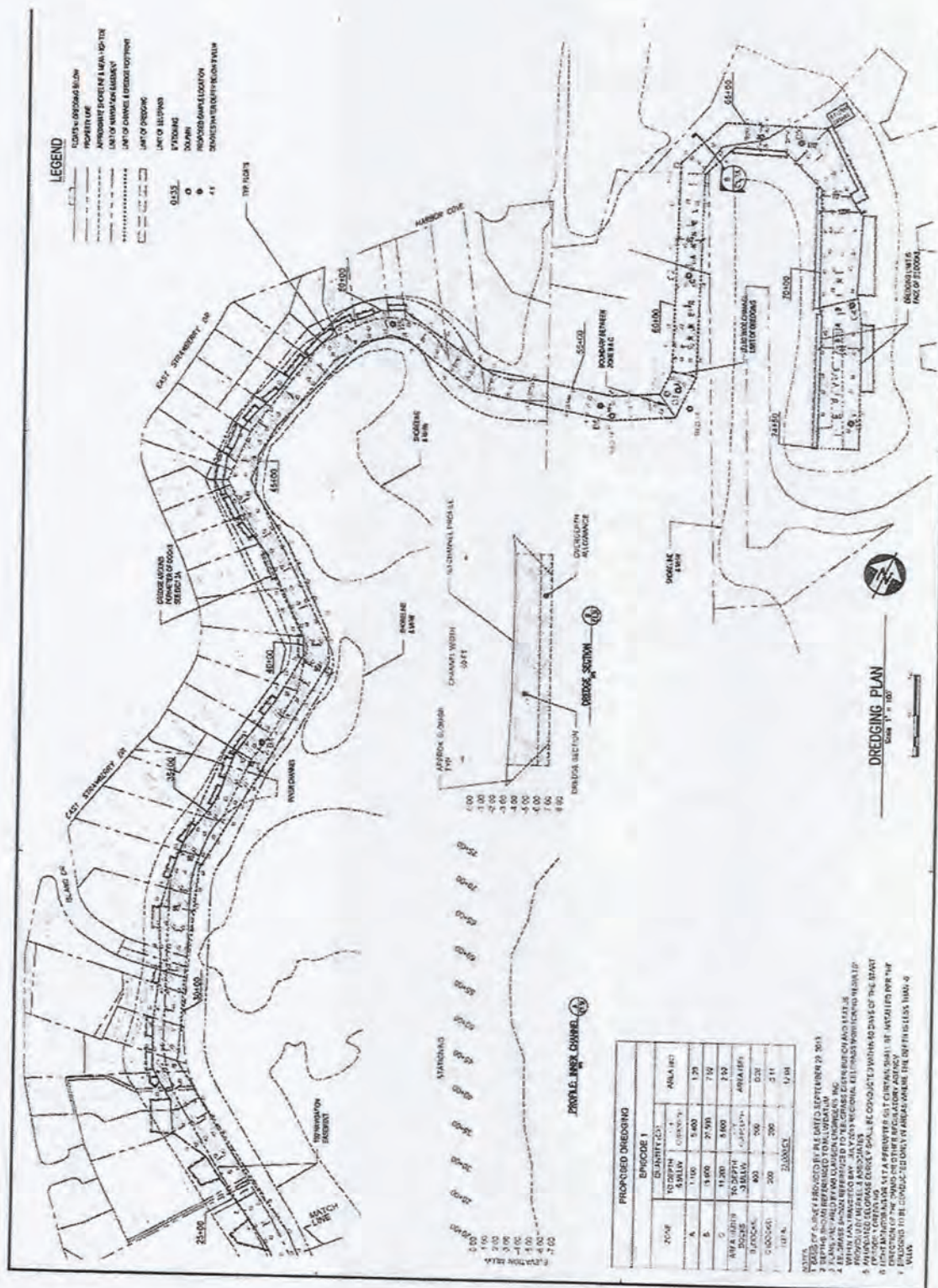














## APPENDIX C

### GRAIN SIZE AND CORE LOGS

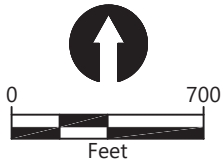




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**SOURCE:** Aerial by Bing Imagery.  
**HORIZONTAL DATUM:** California State Plane, Zone III, NAD83, U.S. Survey Feet  
**VERTICAL DATUM:** MLLW

- LEGEND:**
- Figure Extents
  - Dredge Footprint
  - Actual Sampling Location
  - Proposed Sampling Location
  - SD-01 Storm Drain (Anchor QEA, 5/1/22)





Grain Size  
(from Sampling and Analysis Report Table 7)

Chemical	Task Location ID Sample ID Sample Date Matrix	StrawberryChannel-2022	StrawberryChannel-2022	StrawberryChannel-2022	San Francisco Bay		
		SC-DU1-COMP SC-DU1-COMP-060822 6/8/2022 SE	SC-DU2-COMP SC-DU2-COMP-060822 6/8/2022 SE	SC-DU3-COMP SC-DU3-COMP-060822 6/8/2022 SE	Ambient Conditions (2015)	BT	TMDL Limit
Conventional Parameters (pct)							
Total organic carbon		1.3	1.28	1.25	--	--	--
Total Solids @ 104C		40.5	40.1	42.1	--	--	--
Grain Size (pct)							
Gravel (>2mm)		0.050 U	0.050 U	0.050 U	--	--	--
Sand (2.0mm – 0.063mm)		4.7	2.6	4.8	--	--	--
Silt (0.063mm – 4um)		63.3	64.7	67.6	--	--	--
Clay (<4um)		32	32.1	27.2	--	--	--



# Sediment Core Collection Form



Project: Strawberry Channel

Date: 6/5/22 Time 0820

Station ID SC-DU1-01

Latitude 37°53.896725 Longitude 122°49.9772

Type of Core mini vibrocore

Water Depth (ft) 8.6 Tide (ft) 3.3

Mudline Elevation (ft MLLW) -5.2 -5.3

Target Core Length (ft) 2.2 (includes 2)

Project Depth+Overdepth (ft MLLW) -7.5

Penetration Length (ft) 3.0 Core Recovery (ft) 2.10

Depth In (ft.) Actual Core Sections	Sample Interval	Classification and Remarks (Color, Consistency, Moisture, Grain Size, Sheen, Odor)
1	SC-DU1-01-000872	gray loose ↓ med-dense
2	SC-DU1-01-2-000872 discard	damp silt ↓ silt w/ trace clay
2.10		end @ 2.10
3		
4		
5		
6		
7		
8		
9		

1 No. Photos Taken

Recorded By: C. Dolphin

Attempt No. 1 of 1



# Sediment Core Collection Form



Project: Strawberry Channel  
 Station ID: SC-DU1-02  
 Type of Core: mini vibecore  
 Mudline Elevation (ft MLLW): -3.6  
 Project Depth+Overdepth (ft MLLW): -7.5

Date: 6/8/22 Time: 0910  
 Latitude: 37.897302 Longitude: -122.500543  
 Water Depth (ft): 6.6 Tide (ft): 3.0  
 Target Core Length (ft): 3.9  
 Penetration Length (ft): 6.0 Core Recovery (ft): 4.0

Depth In (ft.) Core Sections	Actual	Sample Interval	Classification and Remarks (Color, Consistency, Moisture, Grain Size, Sheen, Odor)
1		SC-DU1-02-060822	light gray, loose, damp silt w/ trace f. sand, no sheen or odor
2			
3			
4		SC-DU1-02-2-060822	med-dense, dense, silt w/ trace clay
5		Discard	end @ 4.0
6			
7			
8			
9			

2X No. Photos Taken

Recorded By: C. Dolphin

Attempt No. 1 of 1



# Sediment Core Collection Form



Project: Strawberry Channel  
 Station ID: SC-DU1-03  
 Type of Core: mini vibrocore  
 Mudline Elevation (ft MLLW): -2.5  
 Project Depth+Overdepth (ft MLLW): -7.5

Date: 6/8/22 Time: 0940  
 Latitude: 37.89622 Longitude: -122.56106  
 Water Depth (ft): 5.0 Tide (ft): 2.5  
 Target Core Length (ft): 5.0 (includes 2)  
 Penetration Length (ft): 7.0 Core Recovery (ft): 5.0

Depth In (ft.)	Actual	Sample Interval	Classification and Remarks (Color, Consistency, Moisture, Grain Size, Sheen, Odor)
1			light gray loose moist silt silt no sheen or odor
2			gray med-dense damp silt w/ trace f. sand 2.0 pocket of clay
3			
4			dense 3.6
5	4.5	SC-DU1-03-2-060822	silt w/ clay
6			end @ 5.0
7			
8			
9			

2 No. Photos Taken

Recorded By: C. Dolphin

Attempt No. 1 of 1



# Sediment Core Collection Form



Project: Strawberry Channel  
 Station ID SC-DU1-07  
 Type of Core mini vibrocore  
 Mudline Elevation (ft MLLW) - 26  
 Project Depth+Overdepth (ft MLLW) - 7.5

Date: 6/8/27 Time 1000  
 Latitude 37.895192 Longitude -122.50165  
 Water Depth (ft) 4.9 Tide (ft) 2.3  
 Target Core Length (ft) 4.9  
 Penetration Length (ft) 6.9 Core Recovery (ft)

Depth In (ft.) Actual Core Sections	Sample Interval	Classification and Remarks (Color, Consistency, Moisture, Grain Size, Sheen, Odor)				
1	SC-DU1-07- 060822	light gray	<del>too</del> soft	wet	Silt	no sheen or odor
2		gray	med-dense	damp		
3			dense			
4	4.9 SC-DU1-04.2- 060822				4.9 silt w/ organic clay	pocket of
5						
6						
7						
8						
9						

end @ 4.9

2 No. Photos Taken

Recorded By: C. Dolphin

Attempt No. 1 of 1



# Sediment Core Collection Form



Project: Strawberry Channel  
 Station ID JC-DU2-01  
 Type of Core mini vibrocore  
 Mudline Elevation (ft MLLW) -2.2  
 Project Depth+Overdepth (ft MLLW) -7.5

Date: 6/8/22 Time 1020  
 Latitude 37.81522 Longitude -122.562981  
 Water Depth (ft) 4.2 Tide (ft) 2.0  
 Target Core Length (ft) 5.3  
 Penetration Length (ft) 7.0 Core Recovery (ft) 4.8

Depth In (ft.) Core Sections	Actual	Sample Interval	Classification and Remarks (Color, Consistency, Moisture, Grain Size, Sheen, Odor)
1			
2			
3			
4			Low recovery sample discarded
5			
6			
7			
8			
9			

   No. Photos Taken

Recorded By: C. Dolphin

Attempt No. 1 of 2



# Sediment Core Collection Form



Project: Strawberry Channel  
 Station ID SC-D12-01  
 Type of Core Mini vibrocore  
 Mudline Elevation (ft MLLW) -2.2  
 Project Depth+Overdepth (ft MLLW) -7.5

Date: 6/8/22 Time 1025  
 Latitude 37.89522 Longitude -122.502981  
 Water Depth (ft) 4.2 Tide (ft) 2.0  
 Target Core Length (ft) 5.3  
 Penetration Length (ft) 7.3 Core Recovery (ft) 5.3

Depth In (ft.)	Actual	Sample Interval	Classification and Remarks (Color, Consistency, Moisture, Grain Size, Sheen, Odor)				
Core Sections							
1		SC-D12-01-060822	gray	<del>loose</del> med-dense	damp	silt w/ f. sand	no sheen or odor
2							
3						silt	
4				dense			
5	4.8	SC-D12-01-2-060822				silt w/ clay	
5.3			end @ 5.3				
6							
7							
8							
9							

3 No. Photos Taken

Recorded By: C. Dolphin

Attempt No. 2 of 2



# Sediment Core Collection Form



Project: Strawberry Channel  
 Station ID SC-DUG-02  
 Type of Core mini vibrocore  
 Mudline Elevation (ft MLLW) -3.3  
 Project Depth+Overdepth (ft MLLW) -7.5

Date: 6/8/22 Time 1045  
 Latitude 37.89383 Longitude -122.564125  
 Water Depth (ft) 5.0 Tide (ft) 1.7  
 Target Core Length (ft) 4.2  
 Penetration Length (ft) 6.2 Core Recovery (ft) 5.0

Depth In (ft.) Core Sections	Actual	Sample Interval	Classification and Remarks (Color, Consistency, Moisture, Grain Size, Sheen, Odor)				
1		SC-DUG-02-060822	gray	loose	moist	Silt w/ trace f. sand	no sheen or odor
2				med-dense	damp		
3							
4	3.7 4.2	SC-DUG-02-2-060822		dense			
5		Discard				Silt w/ clay	
6							
7							
8							
9							

End @ 5.0

3 No. Photos Taken

Recorded By: C. Dolphin

Attempt No. 1 of 1



# Sediment Core Collection Form



Project: Strawberry Channel  
 Station ID SC-D42-03  
 Type of Core Mini vibro core  
 Mudline Elevation (ft MLLW) -2.5  
 Project Depth+Overdepth (ft MLLW) -7.5

Date: 6/8/22 Time 1115  
 Latitude 37.892146 Longitude -122.503381  
 Water Depth (ft) 3.9 Tide (ft) 1.4  
 Target Core Length (ft) 5.0  
 Penetration Length (ft) 7.0 Core Recovery (ft) 5.5

Depth In (ft.)	Actual	Sample Interval	Classification and Remarks (Color, Consistency, Moisture, Grain Size, Sheen, Odor)
1		SC-D42-03 060822	gray loose moist silt med dense damp silt w/ trace f. sand
2			
3			
4			
5	4.5 5.0	SC-D42-03-2 060822 Discard	end @ 5.5 -0.3 packet of sand
6			
7			
8			
9			

3 No. Photos Taken

Recorded By: C. Dolphin

Attempt No. 1 of 1



# Sediment Core Collection Form



Project: Strawberry Channel  
 Station ID SC-DU2-04  
 Type of Core mini vibrocore  
 Mudline Elevation (ft MLLW) -9.0  
 Project Depth+Overdepth (ft MLLW) -7.5

Date: 6/8/22 Time 1135  
 Latitude 37.890193 Longitude 122.503  
 Water Depth (ft) 5.2 Tide (ft) 1.2  
 Target Core Length (ft) 3.5 (includes 2-layer)  
 Penetration Length (ft) 5.5 Core Recovery (ft) 4.9

Depth In (ft.) Actual Core Sections	Sample Interval	Classification and Remarks (Color, Consistency, Moisture, Grain Size, Sheen, Odor)
1	SC-DU2-04-060822	gray med-dense damp Silt w/ f. sand 0.8 worm tubes 1.4
2		
3	SC-DU2-04-2-060822 35	--- 3.4 dense Silt w/ clay
4		
5	Discard	end @ 4.9
6		
7		
8		
9		

3 No. Photos Taken

Recorded By: C. Dolphin

Attempt No. 1 of 1



# Sediment Core Collection Form



Project: Strawberry Channel  
 Station ID SC-Du2-05  
 Type of Core mini vibrocore  
 Mudline Elevation (ft MLLW) -2.8  
 Project Depth+Overdepth (ft MLLW) -7.5

Date: 6/8/22 Time 1225  
 Latitude 37.888344 Longitude -122.501318  
 Water Depth (ft) 3.7 Tide (ft) 5.9  
 Target Core Length (ft) 4.7 includes 2-layer  
 Penetration Length (ft) 6.7 Core Recovery (ft) 6.0

Depth In (ft.) Core Sections	Actual	Sample Interval	Classification and Remarks (Color, Consistency, Moisture, Grain Size, Sheen, Odor)
1		SC-Du2-05 060822	gray med dense damp silt w/ trace p. sand worm tubes + shell hash 1.2
2			silt
3			dense
4	4.2	SD-Du205-2-060822	silt w/ clay 4.0
5	4.7		
6		Discard	end @ 6.0
7			
8			
9			

3 No. Photos Taken

Recorded By: C. Dolphin

Attempt No. 1 of 1



# Sediment Core Collection Form



Project: Strawberry Channel  
 Station ID: SC-DU2-06  
 Type of Core: mini vibecore  
 Mudline Elevation (ft MLLW): -4.9  
 Project Depth+Overdepth (ft MLLW): -7.5

Date: 6/8/23 Time: 1315  
 Latitude: 37.885919 Longitude: -122.501018  
 Water Depth (ft): 5.7 Tide (ft): 0.8  
 Target Core Length (ft): 2.10  
 Penetration Length (ft): 4.0 Core Recovery (ft): 3.9

Depth In (ft.) Core Sections	Actual	Sample Interval	Classification and Remarks (Color, Consistency, Moisture, Grain Size, Sheen, Odor)
1		SC-DU2-06-060822	gray med-dense damp silt w/ sand no sheen or odor
2	2.1	SC-DU2-06-2-060822	
2.10			
3		Discard	--- 2.8 dense --- 3.1+ 3.8 clay
4			end @ 3.9
5			
6			
7			
8			
9			

2 No. Photos Taken

Recorded By: C. Dolphin

Attempt No. 1 of 1



# Sediment Core Collection Form



Project: Strawberry Channel  
 Station ID SC-DUJ-07  
 Type of Core mini vibrocore  
 Mudline Elevation (ft MLLW) -4.8  
 Project Depth+Overdepth (ft MLLW) -7.5

Date: 6/8/22 Time 1350  
 Latitude 37.884218 Longitude -122.499530  
 Water Depth (ft) 5.7 Tide (ft) 2.9  
 Target Core Length (ft) 2.7 (includes 2-layers)  
 Penetration Length (ft) 4.7 Core Recovery (ft) 3.7

Depth In (ft.) Actual Core Sections	Sample Interval	Classification and Remarks (Color, Consistency, Moisture, Grain Size, Sheen, Odor)
1	SC-DUJ-07-060822	gray med-dense damp silt w/ trace of sand worm castings at surface
2	SD-DUJ-07-2-060822	
2.2		
2.7		
3	Discard	--- 3.4 dense silt w/ shell hash
4		end @ 3.7
5		
6		
7		
8		
9		

2 No. Photos Taken

Recorded By: C. Dolphin

Attempt No. 1 of 1



# Sediment Core Collection Form



Project: Strawberry Channel  
 Station ID: SC-DU3-01  
 Type of Core: mini vibrocore  
 Mudline Elevation (ft MLLW): -1.6  
 Project Depth+Overdepth (ft MLLW): -7.5

Date: 6/8/22 Time: 1415  
 Latitude: 37.885638 Longitude: 122.498145  
 Water Depth (ft): 5.6 Tide (ft): 1.0  
 Target Core Length (ft): 2.9  
 Penetration Length (ft): 6.0 Core Recovery (ft): 4.5

Depth In (ft.)	Actual	Sample Interval	Classification and Remarks (Color, Consistency, Moisture, Grain Size, Sheen, Odor)			
1		SC-DU3-01-060822	gray	med-dense	damp	silt w/ trace f. sand
2						
2.4		SC-DU3-01-2-060822				2.4 - organics
2.9						2.6
3		Discard				silt
3.6						3.5
4						
5						end @ 4.5
6						
7						
8						
9						

2 No. Photos Taken

Recorded By: C. Dolphin

Attempt No. 1 of 1



# Sediment Core Collection Form



Project: Strawberry Channel  
 Station ID SC-DU3-02  
 Type of Core 8 mini vibecore  
 Mudline Elevation (ft MLLW) -4.9  
 Project Depth+Overdepth (ft MLLW) -7.5

Date: 6/8/22 Time 1440  
 Latitude 37.883030 Longitude -122.497001  
 Water Depth (ft) 6.2 Tide (ft) 1.3  
 Target Core Length (ft) 2.6  
 Penetration Length (ft) 4.50 Core Recovery (ft) 4.2

Depth In (ft.) Core Sections	Actual	Sample Interval	Classification and Remarks (Color, Consistency, Moisture, Grain Size, Sheen, Odor)				
			gray	med-dense	damp	silt	no sheen or color
1		SC-DU3-02- 020822					
2	2.1	SC-DU3-02-2- 020822					
2.6							
3		Discard		--- 2.8 dense		silt w/ clay	
4							
5							
6							
7							
8							
9							

end @ 4.2

2 No. Photos Taken

Recorded By: C. Dolphin

Attempt No. 1 of 1



# Sediment Core Collection Form



Project: Strawberry Channel  
 Station ID SC-DU3-03  
 Type of Core mini vibrocore  
 Mudline Elevation (ft MLLW) -5.0  
 Project Depth+Overdepth (ft MLLW) -7.5

Date: 6/8/22 Time 1500  
 Latitude 37.880167 Longitude -122.495734  
 Water Depth (ft) 6.6 Tide (ft) 1.6  
 Target Core Length (ft) 2.5 (includes 2 layer)  
 Penetration Length (ft) 4.038 Core Recovery (ft) 3.4

Depth In (ft.)	Actual	Sample Interval	Classification and Remarks (Color, Consistency, Moisture, Grain Size, Sheen, Odor)
Core Sections			
1		SC-DU3-03-0106822	gray med dense damp silt w/ trace of sand substantial organics as
2	2.0	SC-DU3-03-2-2-060822	silt
2.5		Discard	
3			End @ 3.4
4			
5			
6			refusal @ 4.038
7			
8			
9			

No. Photos Taken

Recorded By: C Dolphin

Attempt No. 1 of 1



# Sediment Core Collection Form



Project: Strawberry Channel  
 Station ID SC-DU3-04  
 Type of Core mini vibrocore  
 Mudline Elevation (ft MLLW) -5.3  
 Project Depth+Overdepth (ft MLLW) -7.5

Date: 6/8/22 Time 1530-1545  
 Latitude 37.877634 Longitude -122.495550  
 Water Depth (ft) 7.5 Tide (ft) 2.2  
 Target Core Length (ft) 2.2  
 Penetration Length (ft) 4.2 Core Recovery (ft) 3.0

Depth In (ft.)	Actual	Sample Interval	Classification and Remarks (Color, Consistency, Moisture, Grain Size, Sheen, Odor)					
Core Sections								
1		SC-DU3-04-060822	gray	med-dense	moist	silt w/ fine sand	worm tubes	no sheen or odor
2	1.7	SC-DU3-04-2-060822		1.8				
	2.2	Discard		dense		silt w/ clay		
3								
			end @ 3.0					
4								
5								
6								
7								
8								
9								

end @ 3.0

1 No. Photos Taken

Recorded By: C. Dolphin

Attempt No. 1 of 1



# Sediment Core Collection Form



Project: Strawberry Channel  
 Station ID SC-DU3-05  
 Type of Core mini vibecore  
 Mudline Elevation (ft MLLW) -6.0  
 Project Depth+Overdepth (ft MLLW) -7.5

Date: 6/8/22 Time 1625  
 Latitude 37.775482 Longitude -122.477601  
 Water Depth (ft) 8.6 Tide (ft) 2.6  
 Target Core Length (ft) 1.5  
 Penetration Length (ft) 3.5 Core Recovery (ft) 2.9

Depth In (ft.)	Actual	Sample Interval	Classification and Remarks (Color, Consistency, Moisture, Grain Size, Sheen, Odor)
1		SC-DU3-05-000822	gray med-dense damp silt w/ trace sand no sheen
1.5		SC-DU3-05-2-000822	moderate H2S color
2		Discard	1.4 dense 1.4 silt w/ clay
3			2.8 shell hash
4			end @ 2.9
5			
6			
7			
8			
9			

1 No. Photos Taken

Recorded By: C. Dolphin

Attempt No. 1 of 1