

CALIFORNIA COASTAL COMMISSION

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STAFF REPORT: CONSENT CALENDAR

APPLICATION FILE NO.: 2-02-012

APPLICANT: City of Pacifica

PROJECT DESCRIPTION: Repair of municipal pier involving patching and reinforcing spalled and deteriorated portions of the reinforced concrete pier structure and removal and replacement of steel sheet piles protecting the existing soil cement wall at the landward end of the pier

PROJECT LOCATION: Intersection of Santa Rosa Avenue and Beach Boulevard, adjacent to Sharp Park Beach, City of Pacifica, San Mateo County (**Exhibits 1 and 2**)

OTHER APPROVALS: State Lands Commission Lease No. P.R.C. 4585.9 (**Exhibit 9**)

1.0 EXECUTIVE SUMMARY

This permit application by the City of Pacifica is for repair work to the existing municipal pier located at the intersection of Santa Rosa Avenue and Beach Boulevard adjacent to Sharp Park Beach in the City of Pacifica. The project involves patching and reinforcing areas of the reinforced concrete pier structure that exhibit deterioration, disbonding, spalling and/or corrosion. The project also involves removal of the steel sheet piles protecting the existing soil cement wall at the landward end of the pier and replacement of the steel sheet piles with a 6-inch layer of reinforced shotcrete.

The pier was originally built in 1973 as a recreational fishing pier under an operation and maintenance agreement with the State Wildlife Conservation Board. The pier consists of four sections totaling 1,020 feet in length in the east-west direction and one section of 120 feet in the north-south direction, with an overall pier deck width of 19 feet, 6 inches. The pier is constructed of a deck built of pre-cast reinforced concrete girder sections mounted on

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supporting pilings by cast-in-place reinforced concrete pile caps. Over time, with prolonged exposure to the marine environment, the reinforced concrete of the pier structure has weathered and deteriorated. Areas along the length of the pier exist where concrete shows spalling or has disbonded, exposing the reinforcing steel rebar.

The repair method would involve chipping away all loose or hollow concrete, power cleaning any exposed reinforcing steel of corrosion to provide sufficient electrical connection and mechanical bond, securing loose reinforcing steel with steel wire, installing galvanic anodes in the repair area, patching areas with concrete mortar, and sealing and curing concrete repair with a concrete sealant. The construction area would be moved from east to west along the pier and then from north to south. Work would be performed from scaffolding using hand power tools, employing a forklift, bobcat and small crane to move materials. For the replacement of the project the steel sheet piles protecting the existing soil cement wall at the landward end of the pier, the repair method would involve removing as much as possible of the deteriorated sheet piles and replacing them with a 6-inch layer of reinforced shotcrete.

The municipal pier is located seaward of the mean high tide line on state tidelands and submerged lands, within the Commission's retained original permit jurisdiction. The City began repairs to the pier in March 2002 through May 2002 without the benefit of a coastal development permit, believing that the project was exempt under Coastal Act Section 30610(d) as repair and maintenance of an existing structure. Although the proposed project does not involve expansion of the existing pier, the proposed repair work is to a structure located in a sandy area and within 20 feet of coastal waters and involves the use of both mechanized equipment and construction materials. The project therefore constitutes an extraordinary method of repair and maintenance under Section 13252(a)(3)(B) requiring a coastal development permit. The resource protection policies of Chapter 3 of the Coastal Act form the standard of review for the permit.

Special Condition 1 requires the submission of a Water Quality Protection Plan for review and approval of the Executive Director prior to permit issuance, detailing the Best Management Practices ("BMPs") that will be in place within the construction and staging area to capture and contain all debris and any contaminants.

Special Condition 2 states additional Construction and Debris Removal Responsibilities that the applicant must follow in undertaking the proposed repair work.

Special Condition 3 requires the submission of a Construction Staging Area Plan for review and approval of the Executive Director prior to permit issuance.

Special Condition 4 contains an Assumption of Risk, Waiver of Liability and Indemnification, by whose terms the City agrees to assume all risk of injury or damage, waive liability and indemnify the Commission against any liability to third parties arising out of or resulting from the proposed project.

2.0 STAFF RECOMMENDATION

The staff recommends that the Commission approve Coastal Development Permit No. 2-02-012 subject to the conditions in Sections 2.1 and 2.2 below.

Motion:

I move that the Commission approve Coastal Development Permit No. 2-02-012 subject to conditions pursuant to the staff recommendation.

Staff Recommendation of Approval:

Staff recommends a YES vote. Passage of this motion will result in approval of the permit as conditioned and adoption of the following resolution and findings. The motion passes only by affirmative vote of a majority of the Commissioners present.

Resolution to Approve the Permit:

The Commission hereby approves a coastal development permit for the proposed development and adopts the findings set forth below on grounds that the development as conditioned will be in conformity with the policies of Chapter 3 of the Coastal Act. Approval of the permit complies with the California Environmental Quality Act because either (1) feasible mitigation measures and/or alternatives have been incorporated to substantially lessen any significant adverse effects of the development on the environment, or (2) there are no further feasible mitigation measures or alternatives that would substantially lessen any significant adverse impacts of the development on the environment.

2.1 Standard Conditions

1. Notice of Receipt and Acknowledgment. The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
2. Expiration. If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.
3. Interpretation. Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
4. Assignment. The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.
5. Terms and Conditions Run with the Land. These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

2.2 Special Conditions

1. Construction Period Water Quality Protection Plan. **PRIOR TO THE ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT**, the applicant shall submit, for review and approval of the Executive Director, a Construction Period Water Quality Protection Plan ("WQPP"). The plan shall be designed to minimize to the maximum extent practicable the potential sources of contaminants and pollutants, control the amount of runoff, and retain materials on-site during construction. The plan shall also limit application, generation, and migration of toxic substances, and ensure the proper storage and disposal of toxic materials.

A. Best Management Practices

1. The WQPP shall include, at a minimum, the Best Management Practices ("BMPs") specified below:
 - a. Install tarps, netting or other, similar containment devices below all scaffolding to capture and contain debris and construction materials and prevent such debris and materials from falling into the ocean.
 - b. No construction materials or debris shall be placed where it maybe subject to wave erosion or dispersion. Construction materials will be stored on pallets, under cover and in secondary containment whenever possible. When not in use, all hazardous materials shall be covered and sealed.
 - c. Only that amount of construction materials, including hazardous materials, required for construction activities for five working days shall be stored on-site at any given time.
 - d. Public roadway surface adjacent to the construction entrances shall be swept at the end of each day to remove sediment and/or other construction materials deposited due to the construction activities.
 - e. Mobile fueling of construction equipment and vehicles on and around the construction site shall be prohibited. Fueling shall be done off-site or on-site in confined areas specifically designed to contain runoff and, at a minimum, 50 feet away from all drainage courses and waterways.
 - f. Stormdrain inlet protection shall be installed that traps sediment before it enters the storm sewer system. All waste and material storage areas shall have curbs or dikes for preventing water from entering the storage area.
 - g. Establish construction staging areas at least 100 feet from the mean high tide line, and design these areas to control runoff.
 - h. Hazardous wastes and construction materials shall be stored in areas away from construction entrances, away from construction activities with heavy equipment and vehicles, and away from drainage courses and waterways.
 - i. Maintain and wash equipment and construction vehicles in confined areas specifically designed to control runoff and more than 100 feet away from the mean high tide line.
 - j. Provide sanitary facilities for construction workers.
 - k. Store, handle, apply, and dispose of petroleum products and other construction materials properly.
 - l. Develop and implement spill prevention and control measures that are adequate to minimize the risk of spills of hazardous substances, including but not limited to fuels, lubricants, paint, or solvents on the project site or into coastal waters.
 - m. Provide adequate disposal facilities for solid waste, including excess concrete, produced during construction. Excess concrete shall not be disposed of in the Coastal Zone unless authorized through either an amendment to this coastal development permit or a new coastal development permit.
 - n. All pollutants captured or contained in BMPs shall be contained and disposed of in an appropriate manner.
 - o. Hazardous wastes shall be removed from the construction site as soon as possible or in a timely manner.

2. The plan shall include, at a minimum, the following components:
 - a. a narrative report describing all temporary runoff and pollution control measures to be used during construction.
 - b. a site plan showing the location of all temporary pollution control measures.
 - c. a schedule for installation and removal of the temporary pollution control measures.
- B. The applicant shall be fully responsible for advising construction personnel of the requirements of the WQPP.
- C. The applicant shall undertake development in accordance with the approved final WQPP. No proposed changes to the approved final WQPP shall occur without a Commission amendment to this coastal development permit unless the Executive Director determines that no amendment is legally required.

2. Construction Responsibilities and Debris Removal.

The permittee shall comply with the following construction-related requirements:

- a. Any and all trash and debris resulting from construction activities shall be captured and removed from the beach and pier on a daily basis;
- b. Operation of construction vehicles on the beach or in intertidal areas is not permitted;
- c. Staging and storage of construction machinery and storage of debris shall not take place on the beach;
- d. No construction materials or debris shall be placed where it may be subject to wave erosion or dispersion;
- e. Any accidental spills of construction equipment fluids shall be immediately contained on-site and disposed of in an environmentally safe manner as soon as possible.

3. Construction Staging Area.

Prior to the Issuance of the Coastal Development Permit, the applicant shall submit a Construction Staging Area Plan for review and approval of the Executive Director which indicates that the construction staging area(s), materials storage area(s) and construction corridor(s) will avoid impacts to public access and water quality consistent with all special conditions of this permit:

- A. The plan shall demonstrate that:
 1. construction equipment and activity shall not occur outside the staging area and construction corridor identified on the site plan required by this condition
 2. construction staging area(s), materials storage area(s) and construction corridor(s) will comply with all requirements of the WQPP required by **Special Condition 1.**
 3. Staging and storage of construction machinery and storage of debris shall not take place on the beach.

B. The plan shall include, at minimum, a site plan that depicts:

1. limits of the staging area(s),
2. materials storage area(s),
3. construction corridor(s),
4. construction site, and
5. location of construction fencing and any temporary job trailers.

4. Public Access During Construction.

The municipal pier and beach area immediately below and adjacent to the pier shall remain open for public use during daylight hours while construction of the repairs that are the subject of this permit are taking place, except for access restrictions to those portions of the pier under construction that are reasonably required to protect public safety.

5. Assumption of Risk, Waiver of Liability and Indemnity Agreement.

A. By acceptance of this permit, the applicant acknowledges and agrees (i) that the site may be subject to hazards from wave action, flooding, shoreline retreat, erosion, and revetment and seawall stability; (ii) to assume the risks to the applicant and the property that is the subject of this permit of injury and damage from such hazards in connection with this permitted development; (iii) to unconditionally waive any claim of damage or liability against the Commission, its officers, agents, and employees for injury or damage from such hazards; and (iv) to indemnify and hold harmless the Commission, its officers, agents, and employees with respect to the Commission's approval of the project against any and all liability, claims, demands, damages, costs (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any injury or damage due to such hazards.

B. **PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT**, the applicant shall submit a written agreement, in a form and content acceptable to the Executive Director, incorporating all of the above terms of this condition.

C. **PRIOR TO THE CONVEYANCE OF THE PROPERTY THAT IS THE SUBJECT OF THIS COASTAL DEVELOPMENT PERMIT**, the applicant shall execute and record a deed restriction, in a form and content acceptable to the Executive Director incorporating all of the above terms in subsection (A) of this condition. The restriction shall include a legal description of the applicant's entire parcel. The deed restriction shall run with the land, binding all successors and assigns, and shall be recorded free of prior liens that the Executive Director determines may affect the enforceability of the restriction. This deed restriction shall not be removed or changed without a Commission amendment to this coastal development permit.

6. Condition Compliance.

WITHIN 60 DAYS OF COMMISSION ACTION ON THIS COASTAL DEVELOPMENT PERMIT APPLICATION, or within such additional time as the Executive Director may grant for good cause, the applicant shall satisfy all requirements specified in the conditions hereto that the applicant is required to satisfy prior to issuance of this permit. Failure to comply with this requirement may result in the institution of enforcement action under the provisions of Chapter 9 of the Coastal Act.

3.0 FINDINGS AND DECLARATIONS

The Commission hereby finds and declares as follows:

3.1 Project and Site Description

The proposed project involves repair work to the Pacifica municipal pier and associated seawall at the landward extremity of the pier. The proposed work includes patching and reinforcing areas of the reinforced concrete structure of the pier that exhibit deterioration, disbonding, spalling and/or corrosion. The project also involves removal of the steel sheet piles protecting the existing soil cement wall at the landward end of the pier and replacement of the steel sheet piles with a 6-inch layer of reinforced shotcrete.

The municipal pier is located on Beach Boulevard at the end of Santa Rosa Avenue, adjacent to Sharp Park Beach, in the City of Pacifica (**Exhibit 2**). It was originally built in 1973 as a recreational fishing pier under an operation and maintenance agreement with the State Wildlife Conservation Board (**Exhibit 10**). The pier was built to incorporate a 30-inch sewer outfall pipe, running the length of the pier, to transport treated sewer effluent into the ocean. This sewer outfall is still in place, but no longer operational. Extending seaward of the mean high tide line and resting on state tidelands and submerged lands, the pier lies within the Commission's retained original permit jurisdiction.

The structure consists of four sections totaling 1,020 feet in length in the east-west direction and one section of 120 feet in the north-south direction, with an overall pier deck width of 19 feet, 6 inches (**Exhibits 3 and 4**). The pier deck is constructed of pre-cast reinforced concrete girder sections mounted on supporting pilings by cast-in-place reinforced concrete pile caps. With prolonged exposure to the marine environment, the reinforced concrete pier structure has weathered and deteriorated over time. Areas along the length of the pier exist where concrete shows spalling or has disbonded, exposing the reinforcing steel rebar. Exposed steel rebar has corroded in places. A February 2002 assessment report by V&A Consulting Engineers states that the majority of the spalled and disbonded areas were observed on the surface of the pile cap sections, the pre-cast girder sections and the sides of several of the pier hand railings (**Exhibit 5**).

The proposed repair method involves using hand power tools to chip and cut away all loose or hollow concrete and power clean any exposed reinforcing steel of corrosion to provide sufficient electrical connection and mechanical bond, before securing loose reinforcing steel with steel wire, installing galvanic anodes in the repair area, patching areas with concrete mortar (Emaco R320Cl), and sealing and curing patched concrete with a concrete sealant (Vocomp-20). Where necessary, additional reinforcing steel rebar would be added to deteriorated areas prior to applying concrete mortar. For the replacement of the project the steel sheet piles protecting the existing soil cement wall at the landward end of the pier, the repair method will involve removing as much as possible of the deteriorated sheet piles and replacing them with a 6-inch layer of reinforced shotcrete. The City Public Works

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Department estimates that for the entire project a total of 690 cubic feet of concrete and 200 linear feet of steel rebar will be used. According to the City, the repairs will take a total of approximately 6 months to complete and the pier will remain open at all times to the public while construction is taking place.

Construction would progress from east to west along the pier and then from north to south. Work would be performed from scaffolding using hand power tools, employing a forklift, bobcat and small crane to move materials. For repair work on the underside of the pier, the City proposes to use moveable scaffolding such as the one depicted in **Exhibit 8**. The City proposes to use the old Wastewater Treatment Plant located on Beach Boulevard and Montecito Avenue as the construction staging area (**Exhibit 3**). The City proposes to capture all construction debris with tarps, netting and other BMPs and take it offsite for disposal.

The City began repairs to the pier in March 2002 through May 2002 without the benefit of a coastal development permit, believing that the project was exempt under Coastal Act Section 30610(d) as repair and maintenance of an existing structure. The portions of the pier repaired at that time were East-West sections B through E, beginning at Beach Boulevard (**Exhibit 3**). The City states that 138 cubic feet of concrete and 40 linear feet of steel rebar were used for the portion of the project already completed. The City ceased work and applied for the subject coastal development permit when Commission staff informed it that a coastal development permit was in fact required. This coastal development permit will resolve the alleged violation resulting from work already performed without a permit.

Emaco R320Cl, the concrete mortar compound to be used to repair damaged areas, is described by the manufacturer as a "one-component, polymer-modified, shrinkage-compensated vertical/overhead repair mortar with integral corrosion inhibitor" (**Exhibit 6**). According to the Material Safety Data Sheet, the product contains crystalline quartz silica, portland cement, fly ash and calcium oxide, which are included in the EPA Toxic Substances Control Act Chemical Substance Inventory. Crystalline silica is a potential human carcinogen. The product, however, does not contain hazardous chemicals as defined in federal hazardous waste disposal regulations (40 CFR 260) and may be landfill disposed.

The City proposes to use a concrete sealant, Vocomp-20, to seal and cure patched areas. According to manufacturer specifications, this sealant is a water-based acrylic sealing and curing compound (**Exhibit 7**). According to the Material Safety Data Sheet, the product is a mild skin and eye irritant containing 1 to 5% propylene glycol phenyl ether by weight, a volatile organic compound that is not listed under federal waste disposal regulations (40 CFR 373.65).

3.2 Other Agency Approvals

3.2.1 California State Lands Commission

The portion of the pier that is seaward of the Mean High Tide Line is located on state tidelands and submerged lands. As such, the proposed repair project must be authorized by the State Lands Commission ("SLC"). The City has an existing lease with the SLC, encompassing lands belonging to SLC underlying the existing pier and seawall at the landward end of the pier along Beach Boulevard. State Lands Lease No. P.R.C. 4585.9, July 9, 1971, as amended on September 29, 1971 to include the State Wildlife Conservation Board as co-lessee, is a long-term lease to

the City of the land underlying the pier (**Exhibit 10**). The proposed repair project consists only of repairs to the existing pier structure and does not expand the existing pier, which lies entirely within the area described in the SLC lease (**Exhibit 9**).

3.2.2 State Wildlife Conservation Board

The City constructed and operates the municipal pier under a cooperative agreement with the State Wildlife Conservation Board, a co-lessee under the SLC lease. By the terms of Paragraph 1 of the cooperative agreement, as originally entered into on January 24, 1972 and amended June 6, 1974 and August 23, 1993, the City has assumed exclusive responsibility for maintenance and repair of the pier (**Exhibit ___**).

3.3 Permit Authority, Extraordinary Methods of Repair and Maintenance

Coastal Act Section 30610(d) generally exempts from Coastal Act permitting requirements the repair or maintenance of structures that does not result in an addition to, or enlargement or expansion of the structure being repaired or maintained. However, the Commission retains authority to review certain extraordinary methods of repair and maintenance of existing structures that involve a risk of substantial adverse environmental impact as enumerated in Section 13252 of the Commission regulations.

Section 30610 of the Coastal Act provides, in relevant part:

Notwithstanding any other provision of this division, no coastal development permit shall be required pursuant to this chapter for the following types of development and in the following areas: . . .

- (d) Repair or maintenance activities that do not result in an addition to, or enlargement or expansion of, the object of those repair or maintenance activities; provided, however, that if the commission determines that certain extraordinary methods of repair and maintenance involve a risk of substantial adverse environmental impact, it shall, by regulation, require that a permit be obtained pursuant to this chapter.*

Section 13252 of the Commission regulations provides, in relevant part:

- (a) For purposes of Public Resources Code section 30610(d), the following extraordinary methods of repair and maintenance shall require a coastal development permit because they involve a risk of substantial adverse environmental impact:*

...

- (3) Any repair or maintenance to facilities or structures or work located in an environmentally sensitive habitat area, any sand area, within 50 feet of the edge of a coastal bluff or environmentally sensitive habitat area, or within 20 feet of coastal waters or streams that include:*

...

(B) The presence, whether temporary or permanent, of mechanized equipment or construction materials.

[Emphasis added.]

The proposed project involves repair work to the structure of the municipal pier and associated seawall that will not result in an addition to, or enlargement or expansion of the pier or seawall. However, Section 13252 of the Commission's regulations requires a coastal development permit for certain extraordinary methods of repair and maintenance enumerated in the regulation. The proposed development involves repair work to a structure located in a sand area and within 20 feet of coastal waters and the work will include the presence of both mechanized equipment and construction materials. The proposed repair and maintenance therefore requires a coastal development permit under Section 13252(a)(1) of the Commission's regulations.

In considering a permit application for a repair or maintenance project pursuant to the above-cited authority, the Commission reviews whether the proposed *method* of repair or maintenance is consistent with the Chapter 3 policies of the Coastal Act. The Commission's evaluation of such repair and maintenance projects does not extend to an evaluation of the conformity with the Coastal Act of the underlying existing development.

The municipal pier is located seaward of the mean high tide line on state tidelands and submerged lands, within the Commission's retained original permit jurisdiction. The resource protection policies of Chapter 3 of the Coastal Act accordingly form the standard of review for the permit.

3.4 Water Quality and Polluted Runoff

Section 30231 of the Coastal Act states:

The biological productivity and the quality of coastal waters, streams, wetlands, estuaries, and lakes appropriate to maintain optimum populations of marine organisms and for the protection of human health shall be maintained and, where feasible, restored through, among other means, minimizing adverse effects of waste water discharges and entrainment, controlling runoff, preventing depletion of groundwater supplies and substantial interference with surface water flow, encouraging waste water reclamation, maintaining natural vegetation buffer areas that protect riparian habitats, and minimizing alteration of natural streams.

Section 30231 of the Coastal Act requires that any adverse effects of runoff be minimized to protect the biological productivity and the quality of coastal waters, streams, wetlands, estuaries, and lakes. The project, as proposed, involves removal of deteriorated concrete from the pier structure and application of steel rebar, concrete mortar and sealant as required to patch compromised areas of the structure.

Other than steel rebar and galvanizing anodes (to reduce corrosion of the reinforcing metal), the chief construction materials that the City plans to use in the repairs are (1) a concrete mortar

compound, Emaco R320Cl, and (2) a concrete sealant, Vocomp-20. Emaco R320Cl is essentially a concrete composed, according to the Material Safety Data Sheet, of crystalline quartz silica, portland cement, fly ash and calcium oxide (**Exhibit 6**). While these materials are included in the EPA Toxic Substances Control Act Chemical Substance Inventory and crystalline silica, in particular, is considered a potential human carcinogen, none of these materials are hazardous chemicals as defined in federal hazardous waste disposal regulations (40 CFR 260) and the product is considered suitable for landfill disposal. The concrete sealant, Vocomp-20, which the City proposes to use in the repairs, is a water-based acrylic sealing and curing compound, according to manufacturer specifications (**Exhibit 7**). According to the Material Safety Data Sheet, Vocomp-20 is a mild skin and eye irritant containing 1 to 5% propylene glycol phenyl ether by weight, a volatile organic compound that is not listed under federal waste disposal regulations (40 CFR 373.65).

Because of the location of the pier directly above the beach, intertidal areas and ocean, the potential exists for concrete removed from the structure and other debris, as well as construction materials, to fall into the ocean. While neither the construction debris nor proposed construction materials are toxic, allowing such debris or materials to enter the ocean could adversely affect water quality and marine organisms. To protect water quality and prevent construction materials or debris from entering the ocean during construction, **Special Condition 1** requires the applicant to prepare and submit a Water Quality Protection Plan ("WQPP") for the review and approval of the Executive Director prior to the issuance of the permit. The WQPP must incorporate the specific BMPs outlined in the condition, including the use of tarps, netting and other, similar containment devices to capture and contain debris and construction materials and prevent them from entering sensitive habitat or coastal waters.

The Commission also imposes **Special Condition 2** requiring the City to comply with additional Construction and Debris Removal Responsibilities.

Special Condition 3 requires the submission of a Construction Staging Area Plan for review and approval of the Executive Director prior to permit issuance. This condition prohibits operation of construction vehicles and storage of construction machinery, construction materials or debris on the beach or in intertidal areas. This condition also requires the City to remove all debris resulting from construction activities as soon as feasible.

The Commission finds that the project, as conditioned, protects the biological productivity and the quality of coastal waters and wetlands in conformity with Section 30231 of the Coastal Act.

3.5 Public Access

Section 30210 of the Coastal Act states:

In carrying out the requirement of Section 4 of Article X of the California Constitution, maximum access, which shall be conspicuously posted, and recreational opportunities shall be provided for all the people consistent with public safety needs and the need to protect public rights, rights of private property owners, and natural resource areas from overuse.

Section 30211 of the Coastal Act states:

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Development shall not interfere with the public's right of access to the sea where acquired through use or legislative authorization, including, but not limited to, the use of dry sand and rocky coastal beaches to the first line of terrestrial vegetation.

Coastal Act Section 30214(a) states:

The public access policies of this article shall be implemented in a manner that takes into account the need to regulate the time, place, and manner of public access depending on the facts and circumstances in each case including, but not limited to, the following: (1) Topographic and geologic site characteristics. (2) The capacity of the site to sustain use and at what level of intensity. (3) The appropriateness of limiting public access to the right to pass and repass depending on such factors as the fragility of the natural resources in the area and the proximity of the access area to adjacent residential uses. (4) The need to provide for the management of access areas so as to protect the privacy of adjacent property owners and to protect the aesthetic values of the area by providing for the collection of litter.

The Pacifica municipal pier provides coastal access and recreational opportunities for the public, including both a public promenade affording coastal views that is connected to Beach Boulevard and Sharp Park Beach and recreational fishing from the pier. The pier is accordingly an important facility for public access and recreation in Pacifica and has been available for use by the public since its construction in 1973. The proposed repair project is intended to insure the structural integrity of the pier and to maintain it as a facility for public access.

According to the City, the construction would take approximately six months to complete. The City Public Works Department states that it will be possible to allow the pier to remain open and accessible to the public while work is proceeding. According to the City, the pier also remained open during the work undertaken earlier this year. **Special Condition 4** therefore requires that the pier remain open during construction, consistent with any access restrictions to portions of the pier under construction that required to protect public safety.

As conditioned, the Commission finds that the project is consistent with Sections 30210, 30211 and 30214 of the Coastal Act because the project will provide a public access connection between Pacifica State Beach and Rockaway Beach which will enhance the visitor attractiveness of both beaches while protecting coastal resources.

3.6 Flood and Geologic Hazards

Section 30253 states:

New development shall:

(1) Minimize risks to life and property in areas of high geologic, flood, and fire hazard.

(2) Assure stability and structural integrity, and neither create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area or in any way

require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs.

The proposed repair project will take place on the municipal pier and associated seawall, which are located adjacent to Beach Boulevard on tidelands and submerged lands in an area subject to wave action and flooding. The proposed repair work will affect the structural integrity of the pier and seawall. These structures are exposed to and must withstand harsh marine conditions over long periods of time and failure to design or perform the proposed repairs sufficient to withstand these conditions could result in failure of either structure and injury to persons or damage to property. To address the potential risk of injury and damage posed by the project, the Commission imposes **Special Condition 5**, requiring the City to assume all risk of injury or damage, waive liability and indemnify the Commission against any liability to third parties arising out of or resulting from the proposed project.

The Commission finds that the project, as conditioned, is consistent with Section 30253.

3.7 Visual Resources

Section 30251 of the Coastal Act states in applicable part that permitted development shall: (a) be sited and designed to protect views to and along the ocean and scenic coastal areas, (b) minimize the alteration of natural land forms, and (c) be visually compatible with the character of surrounding areas.

The project involves patching of the existing pier structure and includes no structural changes that would alter or affect the views of or from the pier. The Commission finds that the project does not change or impact views to and along the ocean and scenic coastal areas, and is therefore consistent with Section 30251.

3.8 Alleged Violation

As noted above, the pier repair work which is the subject of this permit was begun by the City in an area within the Commission's jurisdiction without the benefit of a coastal development permit. Consideration of this application by the Commission has been based solely upon the Chapter 3 policies of the Coastal Act. Review of this permit does not constitute a waiver of any legal action with regard to the cited alleged violation nor does it constitute an admission as to the legality of any development undertaken on the subject site without a coastal permit.

4.0 CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Section 13096 of the California Code of Regulations requires Commission approval of Coastal Development Permit applications to be supported by a finding showing that the application, as conditioned by any conditions of approval, to be consistent with any applicable requirements of the California Environmental Quality Act (CEQA). Section 21080.5(d)(2)(A) of CEQA prohibits a proposed development from being approved if there are feasible alternatives or feasible mitigation measures available which would substantially lessen any significant adverse effects which the activity may have on the environment.

The Commission incorporates its findings on Coastal Act consistency at this point as if set forth in full. As discussed above, as conditioned, there are no feasible alternatives or feasible mitigation measures available, beyond those required, which would substantially lessen any significant adverse impacts which the development may have on the environment. Therefore, the Commission finds that the proposed project has been conditioned to mitigate the identified impacts and can be found consistent with Coastal Act requirements to conform to CEQA.

EXHIBITS:

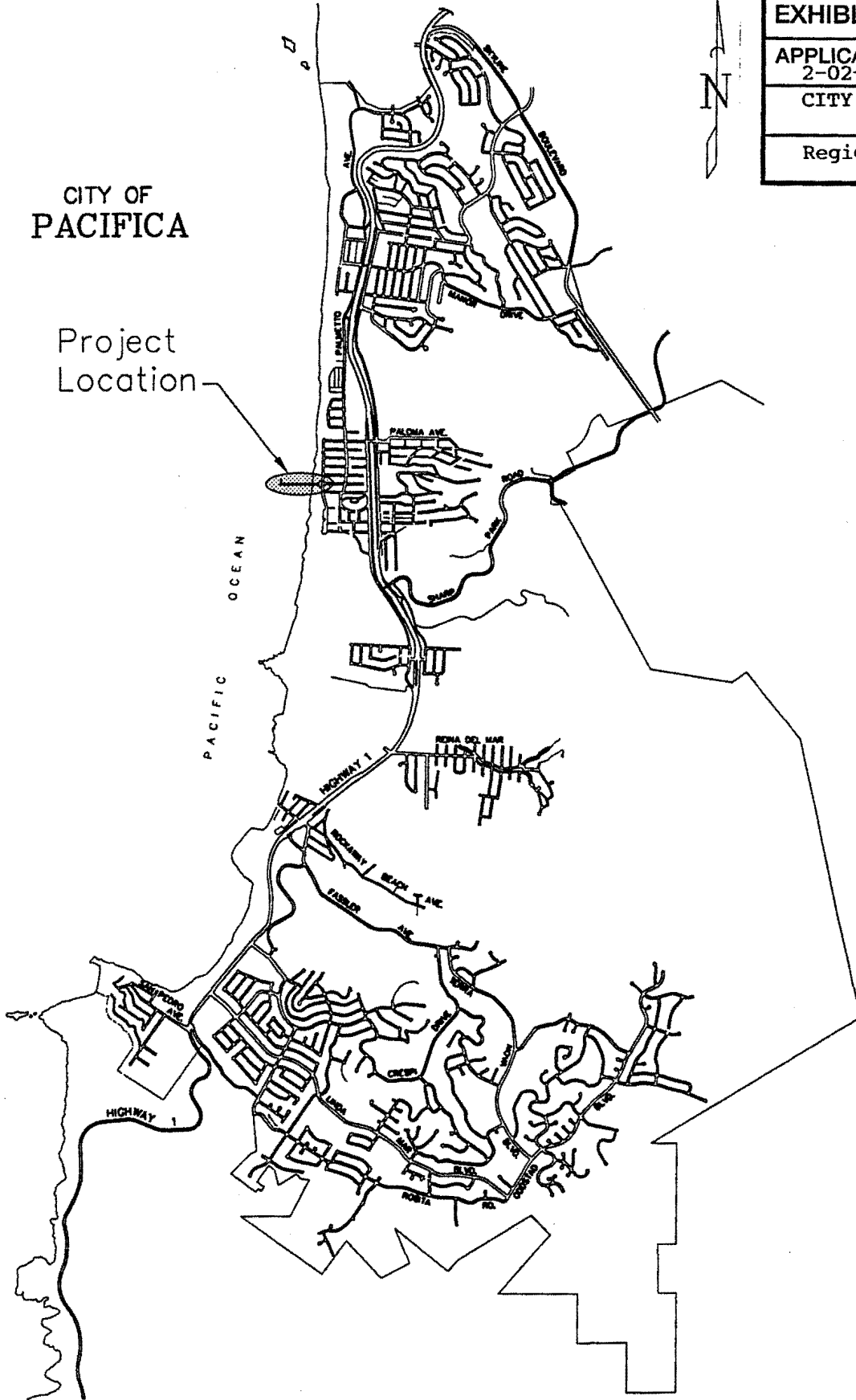
1. Regional map
2. Project location map
3. Project Plans
4. Typical Pier Cross Section
5. Photos, Existing Pier Condition
6. Emaco R320Cl Product Specifications, Material Data Safety Sheet
7. Vocomp-20 Product Specifications, Material Data Safety Sheet
8. Scaffolding Specification Sheet
9. State Lands Lease No. P.R.C. 4585.9, dated July 9, 1971; September 29, 1971 amendment
10. State Wildlife Conservation Board Pier Operation and Maintenance Agreement, dated January 24, 1972; June 6, 1974 amendment; August 23, 1993 amendment

EXHIBIT NO.	1
APPLICATION NO.	2-02-012
CITY OF PACIFICA	
Regional map	



CITY OF
PACIFICA

Project
Location



CITY OF PACIFICA
PUBLIC WORKS / ENGINEERING DIVISION



DESIGNED BY:
DRAWN BY:
CHK'D BY:
APPROVED BY:

REV.	DATE	DESCRIPTION	BY

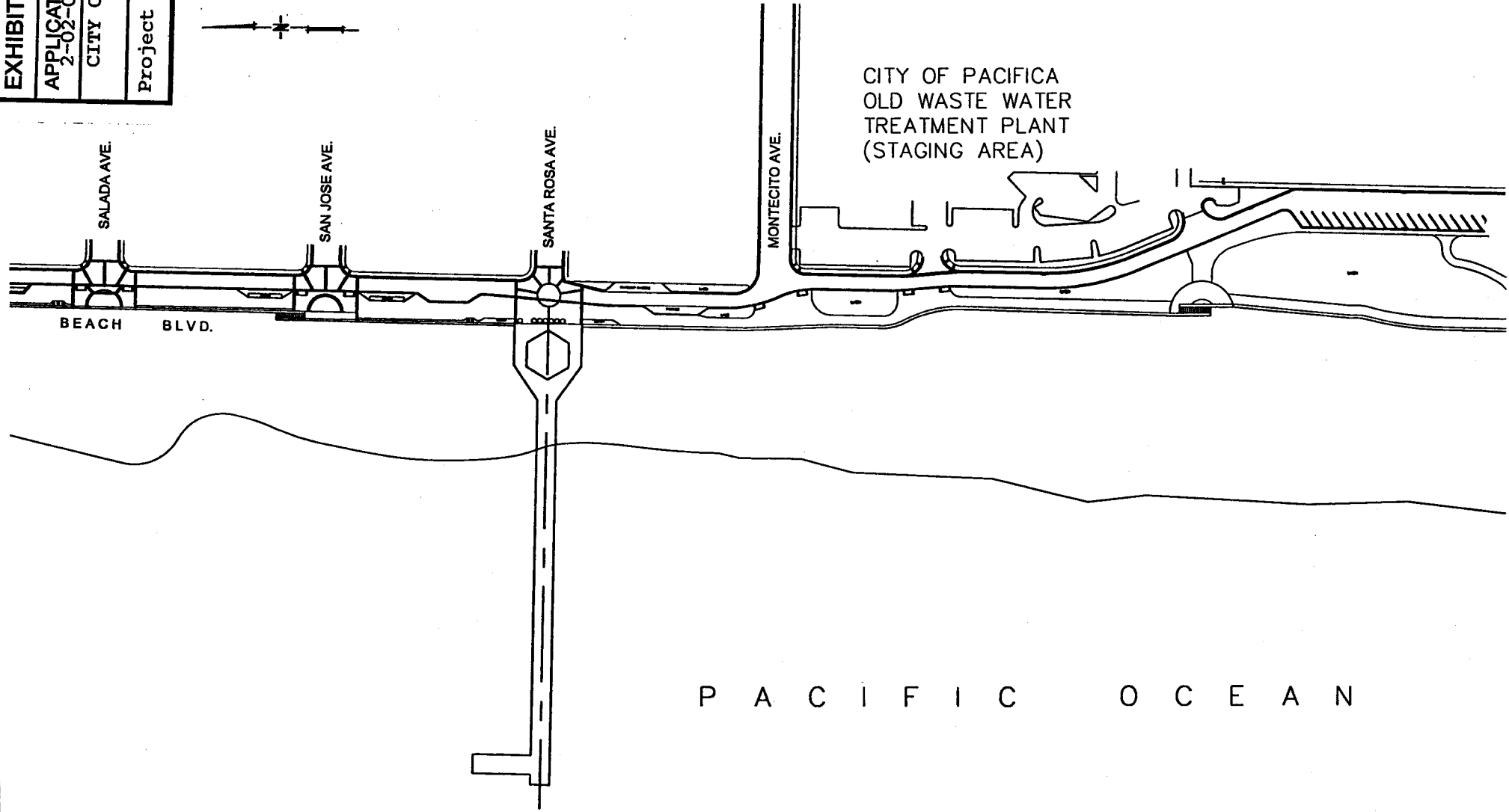
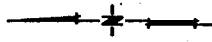
REVISIONS

**PACIFICA
MUNICIPAL PIER
REPAIR PROJECT**

LOCATION MAP

SCALE:
PLAN NO.

EXHIBIT NO. 2
 APPLICATION NO. 2-02-012
 CITY OF PACIFICA
 Project location



CITY OF PACIFICA
 PUBLIC WORKS / ENGINEERING DIVISION



DESIGNED BY:
 DRAWN BY:
 CHK'D BY:
 APPROVED BY:

REV.	DATE	DESCRIPTION	BY

REVISIONS

PACIFICA MUNICIPAL
 PIER REPAIR
 PROJECT

STAGING AREA

SCALE:
 PLAN NO.

EXHIBIT NO. 3

APPLICATION NO. 2-02-012

CITY OF PACIFICA

Project Plans (Page 1 of 2)

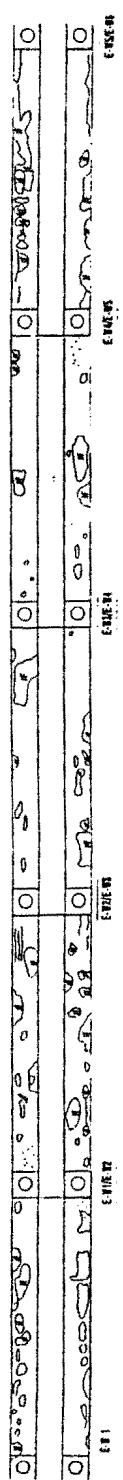


Figure 1. Sectional Elevation of P&H and S&P Sections of Pier

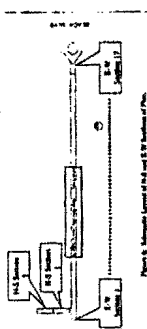


Figure 2. Sectional Elevation of P&H and S&P Sections of Pier

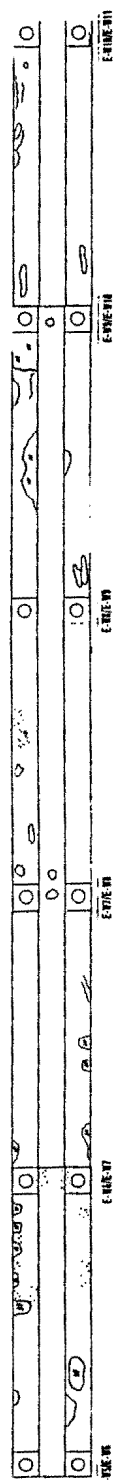


Figure 4. Sectional Elevation of P&H and S&P Sections of Pier

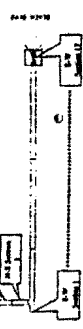


Figure 6. Sectional Elevation of P&H and S&P Sections of Pier

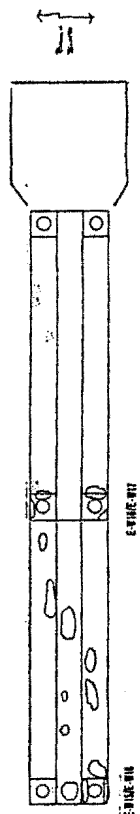


Figure 7. Sectional Elevation of P&H and S&P Sections of Pier

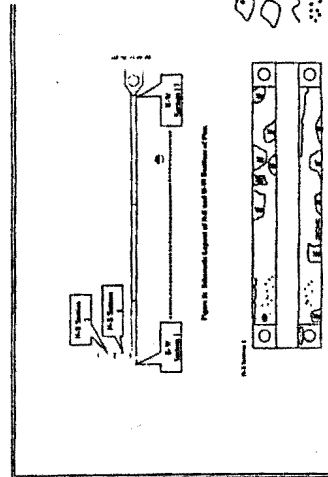


Figure 8. Sectional Elevation of P&H and S&P Sections of Pier

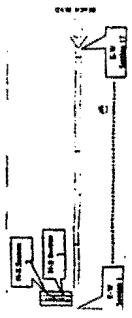
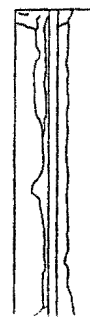
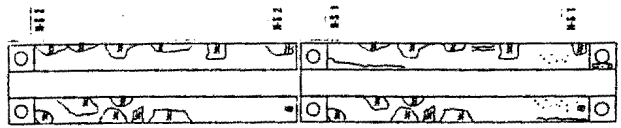
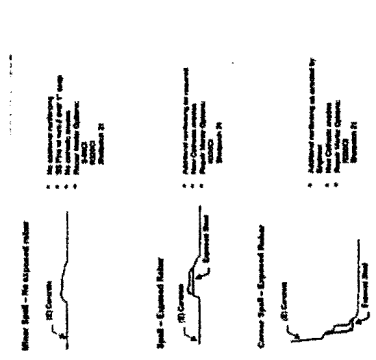


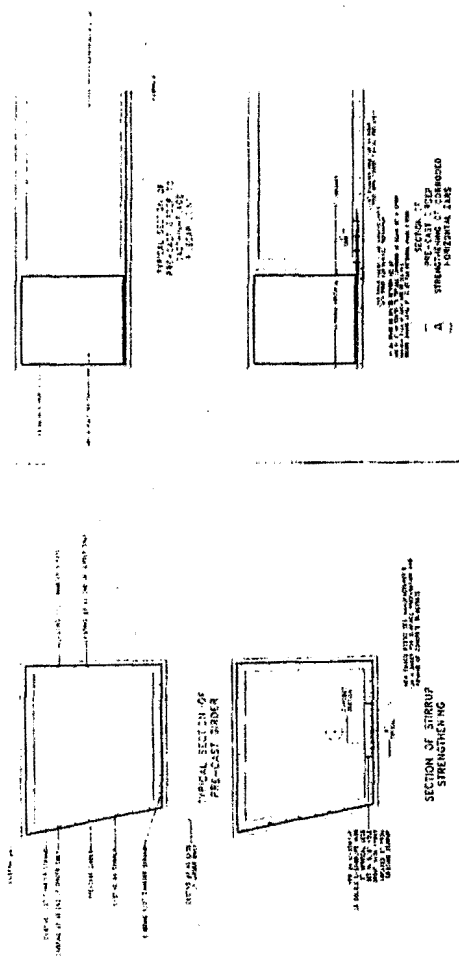
Figure 13. Sectional Elevation of P&H and S&P Sections of Pier

- All working drawings that are to be printed with new drawings shall be thoroughly checked and prepared as follows:
1. Check items of notes or follow working drawings. If any reinforcing steel is omitted, remove approximately 1/2 inch of concrete below the reinforcing steel.
 2. Remove concrete and aggregate along the reinforcing steel with care for the width type of aggregate.
 3. Place steel bars required reinforcing steel of heavy, light, medium, etc. in place before concrete is placed and rebar is set.
 4. Secure steel reinforcing bars by tying tightly to other bars with steel as well as with wire and nails.
 5. If the steel is exposed and bent to prevent from 1" to 2" depth where concrete was cast, and the aggregate was not set for the additional depth. If steel was bent 1", then the depth concrete should be increased to 2" depth.
 6. Check the steel reinforcing bars for correct placement. If reinforcing bars are omitted and all bars are not set, the concrete should be cast in place.
 7. Check the steel reinforcing bars for correct placement. If reinforcing bars are omitted and all bars are not set, the concrete should be cast in place.
 8. Check the steel reinforcing bars for correct placement. If reinforcing bars are omitted and all bars are not set, the concrete should be cast in place.
 9. Check the steel reinforcing bars for correct placement. If reinforcing bars are omitted and all bars are not set, the concrete should be cast in place.
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 14. Check the steel reinforcing bars for correct placement. If reinforcing bars are omitted and all bars are not set, the concrete should be cast in place.
 15. Check the steel reinforcing bars for correct placement. If reinforcing bars are omitted and all bars are not set, the concrete should be cast in place.
 16. Check the steel reinforcing bars for correct placement. If reinforcing bars are omitted and all bars are not set, the concrete should be cast in place.
 17. Check the steel reinforcing bars for correct placement. If reinforcing bars are omitted and all bars are not set, the concrete should be cast in place.
 18. Check the steel reinforcing bars for correct placement. If reinforcing bars are omitted and all bars are not set, the concrete should be cast in place.

REPAIR TYPES



TYPICAL REINFORCING DETAILS



TYPICAL ANODE DETAILS

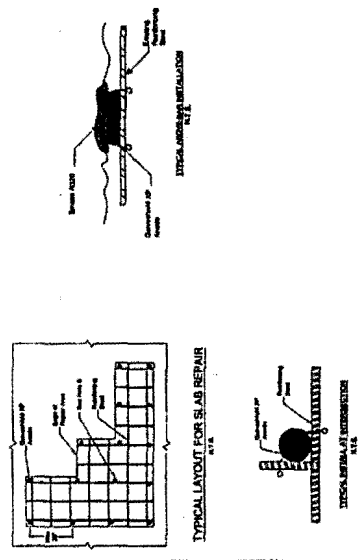


Figure 4 consists of Section "A" from Drawing 13 of the construction drawings, which shows three of the four components. A pile cap is located at both ends of the box girder, and therefore it is hidden from view in Figure 3.

EXHIBIT NO.	4
APPLICATION NO.	2-02-012
CITY OF PACIFICA	
Typical Pier Cross Section	

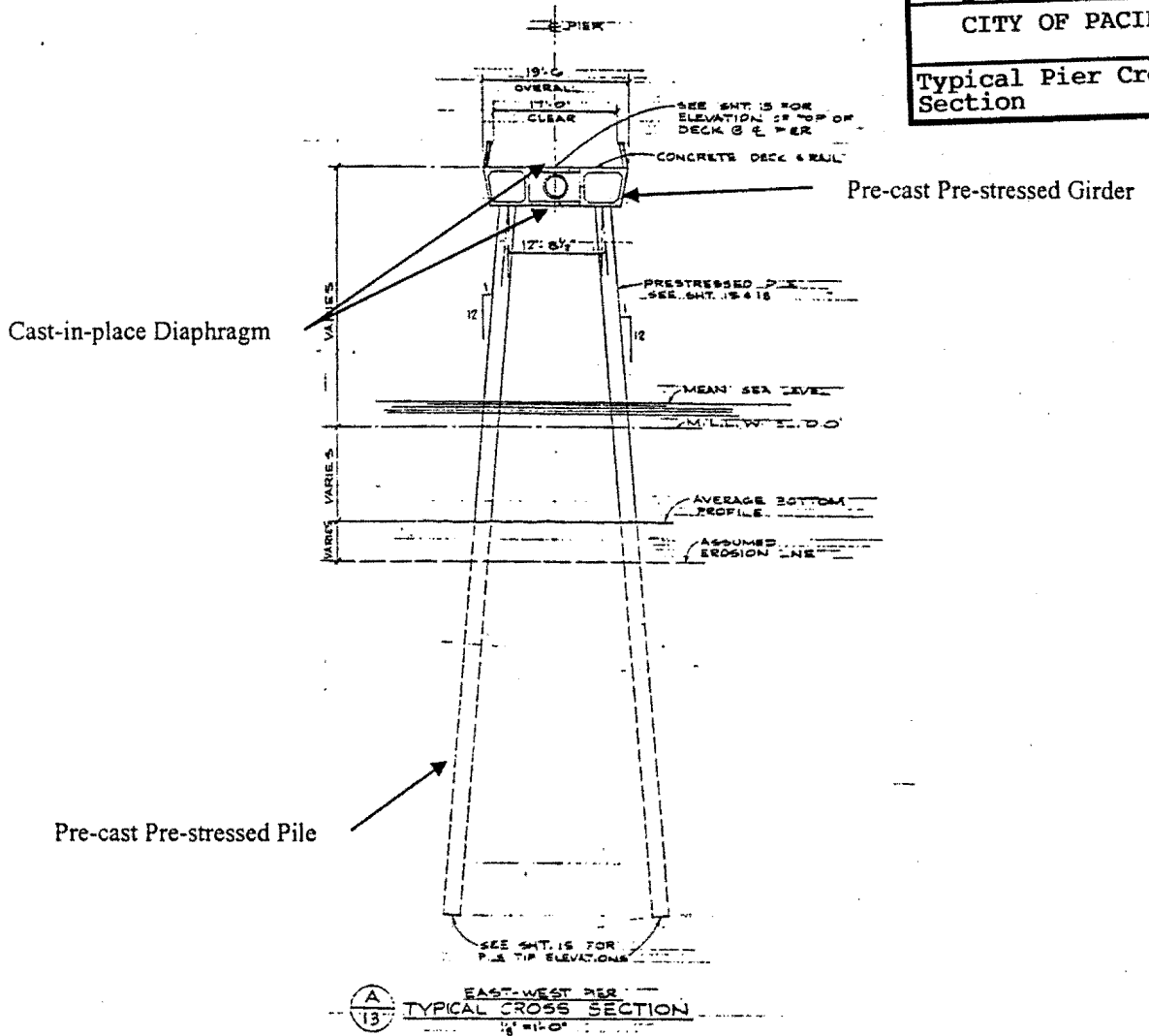


Figure 3: Section of Pier Structure Components

The pre-cast and cast-in-place pier sections function independently of each other as the result a separation joint that is typically two inches wide. See Figure 4, which consists of Section "I" from Detail 27 of the construction drawings.

EXHIBIT NO.	5
APPLICATION NO.	2-02-012
CITY OF PACIFICA Photos, Existing Pier Condition (Page 1 of 9 pages)	



Photo 1: Section 16, Looking west at wave deflector.

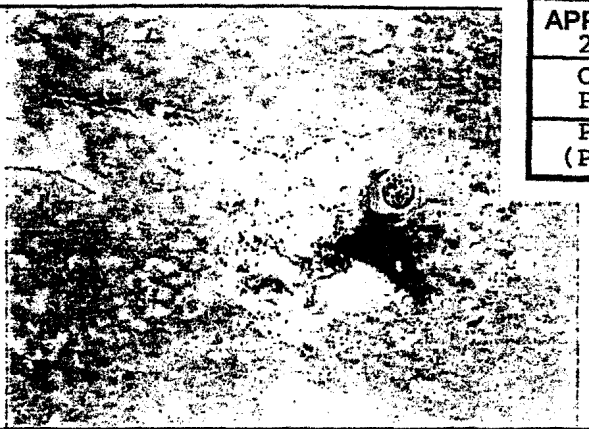


Photo 2: Section 16, spalled section around drain pipe.

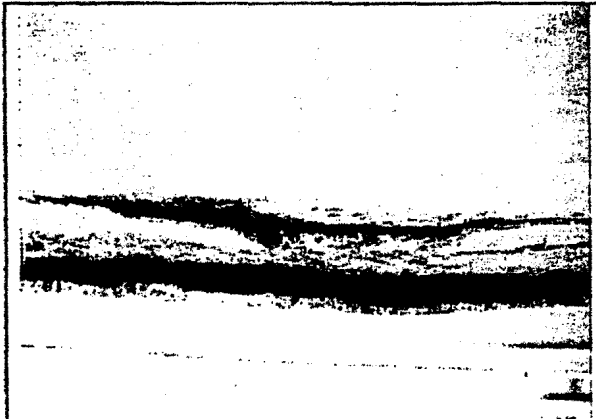


Photo 3: Section 16, Up close profile of disbonding concrete (4 inch x 18 inch).



Photo 4: Section 16, Spalled section around drain pipe.



Photo 5: Section 16, Close up of disbonding.

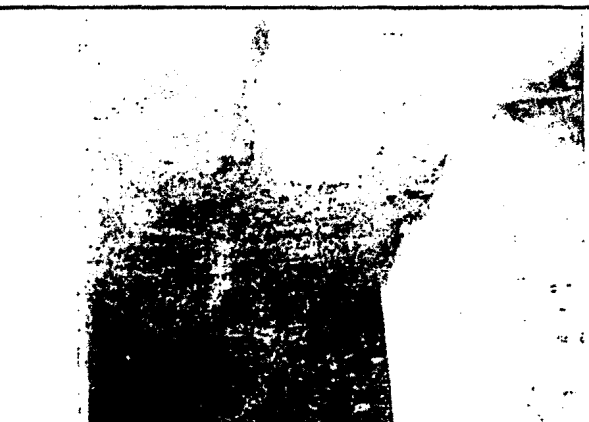


Photo 6: Section 16, Rock pocket around pile cap.



Photo 7: Section 16, South side of pier.

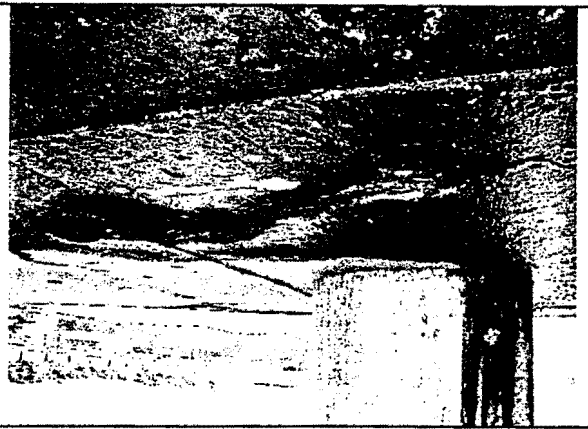


Photo 8: Section 15, Disbonding at south pile cap.



Photo 9: Section 15, Rock pocket at north pile cap.



Photo 10: Section 15, Outside of north pile cap.



Photo 11: Section 15, Section of removed concrete.

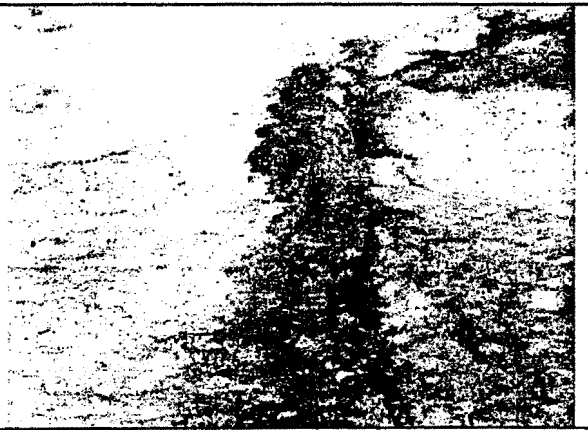


Photo 12: Section 15, Detail of corrosion staining, indication of where rebar exists.



Photo 13: Section 14, Pile cap with rock pocket and corrosion staining.

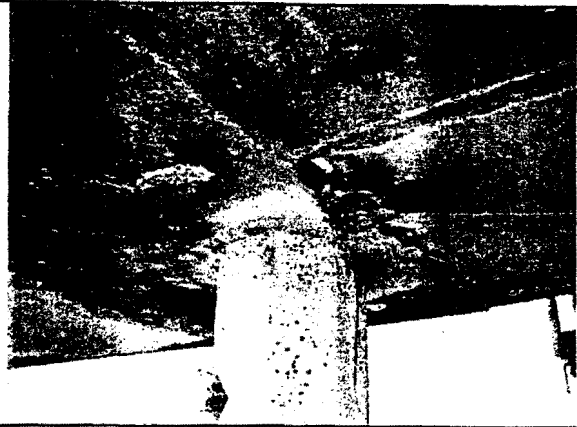


Photo 14: Section 14, North side of south pile cap.

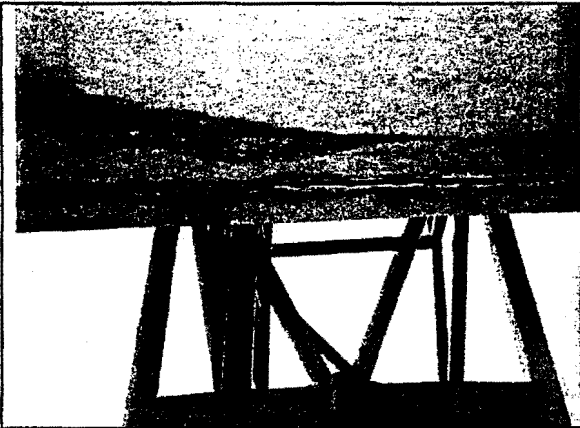


Photo 15: Section 14, Spalled corner piece near pile cap, noticeable crack at corner.



Photo 16: Section 14, North side of pier.



Photo 17: Section 14, Joint of pile cap and cast-in-place section, with exposed rebar.



Photo 18: Section 14, Pile cap and rock pocket, at south pile.



Photo 19: Section 14, South side of pier.



Photo 20: Section 14, Exposed rebar at north side.



Photo 21: Section 14, North end of pier on bottom side, disbonding.



Photo 22: Section 14, Side portion of north side of pier.



Photo 23: Section 13, Corner of west pile cap, on south side.



Photo 24: Section 13, Rock pocket.



Photo 25: Section 13, South side of pile cap.

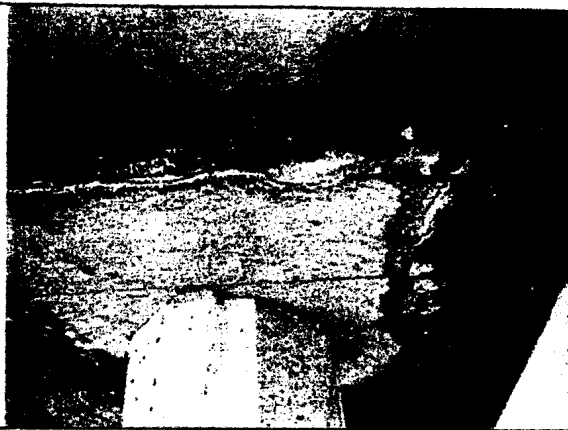


Photo 26: Section 13, North pile with visible corrosion.



Photo 27: Section 13, South side of pile cap.



Photo 28: Separating joint between N-S and E-W sections of pier.



Photo 29: Spalled section of separating joint between N-S and E-W sections of pier.



Photo 30: Spalled section with staining between N-S and E-W sections.

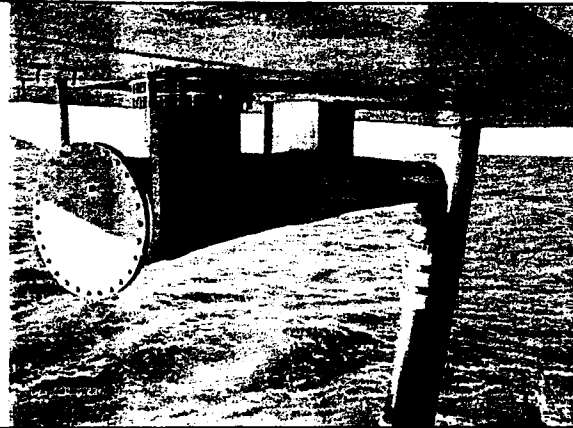


Photo 31: Section 1, Deep water outfall discharge pipe.



Photo 32: Section 1, Spalled section.



Photo 33: Section 1, Spalling on east pile.

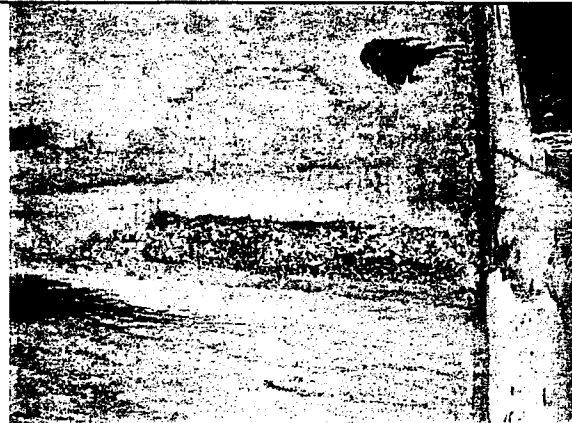


Photo 34: Section 2, Crack and spall on side of pier.

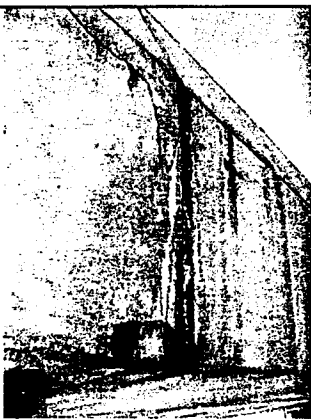


Photo 35: Section 2, Crack and spall on side of pier.

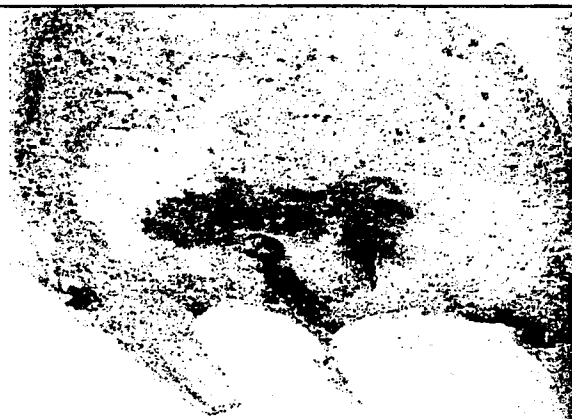


Photo 36: Section 2, Major spalled section.



Photo 37: Section 2, Photo of center section (typ.) in good condition.



Photo 38: Section 3, Discharge pipe with corroded mortar coating and steel wire.



Photo 39: Section 3, Spalled section of pile cap edge.



Photo 40: Section 3, Potential survey grid.



Photo 41: Section 3, Spalled section with exposed and corroded rebar.



Photo 42: Section 4, North side of expansion joint, with a crack at top corner of joint.

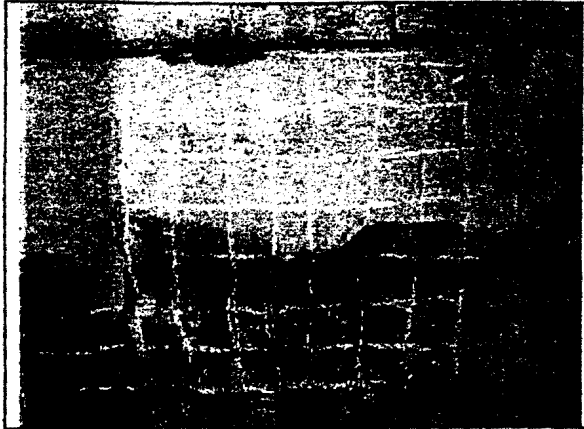


Photo 49: Section 5, Potential survey grid.

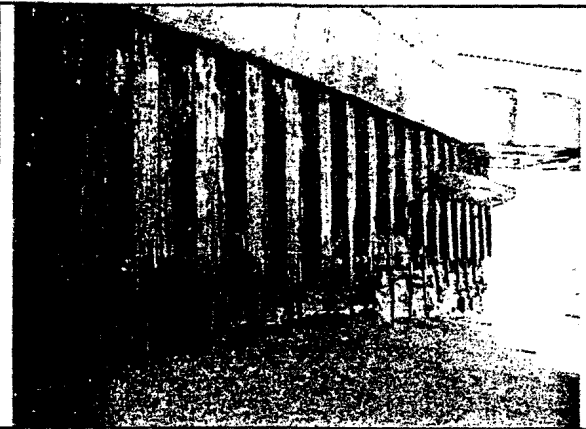


Photo 50: Section 17, Sheet piling at north side of structural wall.

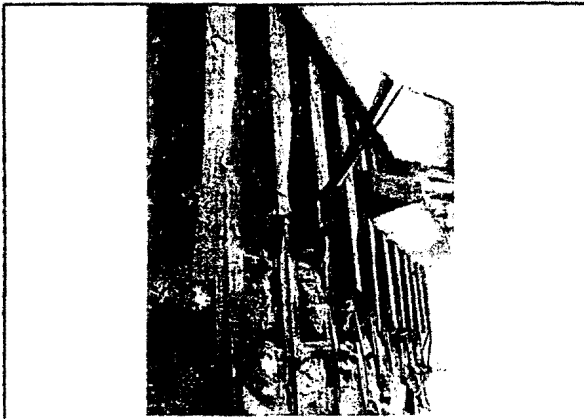


Photo 51: Section 17, Sheet piling at north side of structural wall.



Photo 52: Section 17, Sheet piling at south side of structural wall.

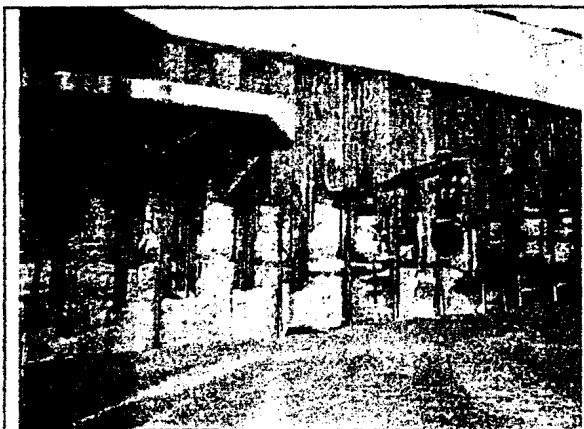


Photo 53: Section 17, Sheet piling at south side of structural wall.



Photo 54: Section 17, Sheet piling at north side of structural wall.

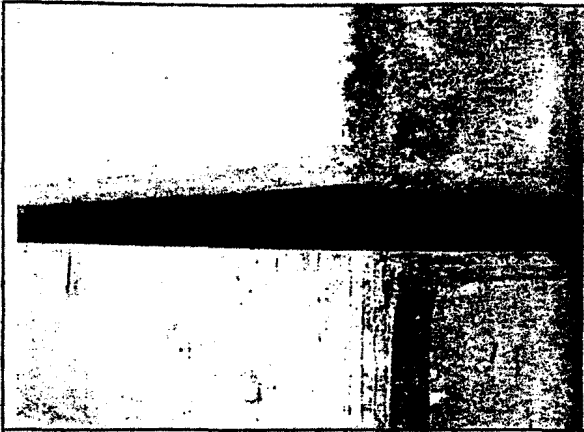


Photo 43: Section 4, Expansion joint.



Photo 44: Section 4, Corner of expansion joint.

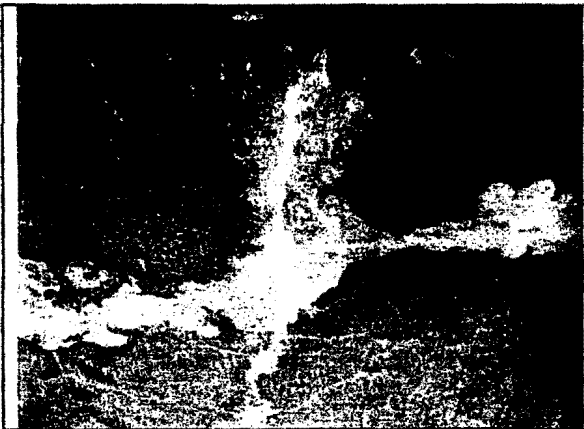


Photo 45: Section 4, Calcium carbonate leaching from minor cracks at expansion joint.



Photo 46: Section 5, Keyed section of east separation joint at pile cap.



Photo 47: Section 5, North end of east pile cap.



Photo 48: Section 5, Spalled section with exposed and corroded rebar.

EXHIBIT NO. 6

APPLICATION NO.
2-02-012

CITY OF PACIFICA
Emaco R320CI Product
Specifications,
Material Data Safety
Sheet
(Page 1 of 12 pages)

345



Surface
Renovation
Mortars

EMACO® R320 CI

One-component, polymer-modified, shrinkage-compensated vertical/overhead repair mortar with integral corrosion inhibitor

Description

EMACO® R320 CI one-component, fiber-reinforced, polymer-modified, shrinkage-compensated repair mortar contains an integral corrosion inhibitor. The product is ideally suited for patching and/or resurfacing distressed concrete. EMACO® R320 CI repair mortar is designed for both interior and exterior use and can be applied by low-pressure spraying or hand troweling.

Features/Benefits

- Corrosion resistant - contains an integral corrosion inhibitor
- One component - easy mixing and handling
- Polymer modified - resists moisture and chloride intrusion
- Low modulus of elasticity - improved compatibility for surface renovation
- Sprayable - reduced labor requirements

Where to Use Emaco® R320 CI

- Vertical and overhead surfaces
- Building facades
- Balconies and columns
- Beam and soffit repair
- Bridges and parking garages
- Retaining walls
- General spalled areas
- Tuckpointing

Important: Read This First

ChemRex® does not warrant the performance of this product unless the instructions of this document and other related ChemRex® documents are adhered to in all respects.

How to Apply EMACO® R320 CI

Surface Preparation

Perform surface preparation in compliance with ICRI Technical Guideline No. 03730 "Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion."

- 1 Square cut or undercut the perimeter of the area to be patched to a minimum depth of 1/4 inch (6 mm) to prevent featheredges. Do not cut reinforcement.
- 2 Chip and remove unsound and delaminated concrete within the area to be repaired to a depth of 1/4 inch (6 mm) or to whatever additional depth is necessary to reach sound concrete. Limit the size of chipping hammers to 15 lbs. (6.8 kg) to reduce micro fractures. Hydrodemolition may be used.
- 3 Remove areas that have been saturated with oil or grease.

1 Remove 3/4 inches (19 mm) of concrete behind the corroded reinforcing steel to provide adequate space for preparation and material placement.

2 After concrete removal, thoroughly abrade the roughened surface and exposed reinforcement to remove all bond-inhibiting materials such as rust, dirt, loose chips, and dust.

3 Corroded Reinforcing Steel should be sandblasted or shotblasted after chipping to remove oxidation and scale in compliance with ICRI Technical Guideline No. 03730 "Guide for Surface Preparation for Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion." For additional protection from future corrosion, coat the prepared reinforcing steel with EMACO® P22 or EMACO® P24 rebar coatings and/or install EMACO® Corr-Stops® CI galvanic anodes.

4 Saturate the area thoroughly with water for several hours prior to placing EMACO® R320 CI.

5 Immediately prior to mixing, blow off or remove all excess water from repair area. Surface should be saturated, surface dry (SSD) condition during placement.

Mixing

Mechanical mixing is recommended with use of a slow speed drill (400 to 600 rpm) and a Jiffy-type paddle, or in an appropriate size mortar mixer. Add 0.85 to 1.0 gallon (3.2 to 3.8 L) of clean, potable water per 55 lb. (25 kg) bag of EMACO® R320 CI. Pour approximately 90% of the mix water into the mixing container, then charge the mixer with the bagged material. Add remaining mix water as required for vertical or overhead applications. Mix to a uniform consistency. Typical mixing time is 3 to 5 minutes. Do not mix longer than 5 minutes.

Application

Hand Troweling Applications - For hand troweling apply a bond coat to the prepared surface before application of EMACO® R320 CI. Thoroughly scrub mixed EMACO® R320 CI into the saturated surface dry (SSD) substrate with a stiff bristle broom or brush. Do not apply more of this bond coat than can be covered with the mortar before the bond coat dries. Do not retemper this bond coat.

Spray Applications - When applying by low-pressure spraying, use a Powercrete Pro or equivalent screw-type or piston pump as would commonly be used for plastering. Spray applications do not require a bond coat, but surface to be repaired must be SSD.

Vertical and Overhead Applications - EMACO® R320 CI mortar can be applied by hand troweling or low-pressure spraying on vertical and overhead surfaces in depths ranging from 1/4 in. to 1-1/2 in. (6 mm to 38 mm) in one lift.

Multiple Lifts - When applying multiple lifts, scratch the preliminary lift before initial set. Apply the next lift after the preliminary lift has reached final set. If the next lift is not to be immediately placed, keep the surface continually moist.

Finishing - Before leveling surfaces, apply CONFILM® evaporation reducer to facilitate finishing. To level the surface, a wooden float may be used. The final surface should be finished using a wood, plastic, or synthetic sponge trowel.

Where rapid evaporation may occur (e.g., hot, dry, or windy conditions) apply CONFILM® evaporation reducer after finishing the surface.

Curing

Proper curing is extremely important and should be conducted in accordance with ACI 308 "Standard Practice for Curing Concrete." Apply a curing compound that complies with the moisture retention requirements of ASTM C 309 such as MASTERKURE® 100W or MASTERKURE® 200W curing compounds.

Do not use solvent-based curing compounds. Sheeting material, wet burlap, burlap, or fog spray may be used in lieu of curing compounds. Minimum curing time for wet curing is three days.

For Best Performance

- Vertical application thickness is 1/4 in. (6 mm) to 1-1/2 in. (38 mm).
- Horizontal application thickness is 1/4 in. (6 mm) to 3/4 in. (19 mm).
- Do not mix partial bags.
- Do not use solvent-based curing compounds.
- Minimum ambient and surface temperatures should be 45°F (7°C) and rising at the time of application.
- Make certain the most current version of this data guide is being used; call Customer Service (1-800-433-9517) to verify the most current version.
- Proper application is the responsibility of the user. Field visits by ChemRex® personnel are for the purpose of making technical recommendations only and are not for supervising or providing quality control on the jobsite.

Technical Data

Results were obtained when material was mixed with 0.84 gallons (3.2 L) of water per bag and cured at 70°F (21°C). Reasonable variations can be expected depending upon mixing equipment, temperature, application methods, test methods, and curing conditions.

Plastic Properties

Unit weight	133 lb./ft. ³ (2,130 kg/m ³)
Working time	30 minutes
Set times (h:min)	Initial Set 1:30
(ASTM C 266)	Final Set 3:00

Hardened Properties

	1 Day psi (MPa)	7 Day psi (MPa)	28 Day psi (MPa)
Direct shear bond strength (Michigan DOT)	300 (2.1)	400 (2.8)	500 (3.5)
Slant shear bond strength (ASTM C 882, Modified ¹)	900 (6.2)	1,800 (12.4)	2,300 (15.9)
Drying shrinkage, 28 Days (ASTM C 157, Modified ²)			0.12%
Modulus of elasticity, 28 days (ASTM C 469)	3.2 x 10 ⁶ psi (22.1 GPa)		
Freeze-thaw resistance RDF @ 300 cycles (ASTM C 666, Procedure A)	97% RDM		

	1 Day psi (MPa)	7 Day psi (MPa)	28 Day psi (MPa)
Splitting tensile strength (ASTM C 496)	350 (2.4)	500 (3.5)	750 (5.2)
Flexural strength (ASTM C 348)	650 (4.5)	1,050 (7.2)	1,450 (10.0)
Compressive strength (ASTM C 109)	1,800 (12.4)	5,000 (34.5)	7,000 (48.3)

¹No epoxy-bonding agent used, air cured per ASTM C 1042.

²ICRI Guideline 03733, 1 in. x 1 in. x 10 in.
(25 mm x 25 mm x 254 mm) prism, air cured)

Order Information

Packaging

EMACO® R320 CI

- ☑ 55 lb. (25 kg) moisture-resistant bags

Application Thickness

- ☑ Vertical: 1/4 to 1-1/2 in. (6 to 38 mm)
- ☑ Overhead: 1/4 to 3/4 in. (6 to 19 mm)

Shelf Life

- ☑ Unopened bags have a shelf life of 12 months when stored under cover in dry conditions between 45 and 90°F (7 and 32°C). The expiration date is printed on each bag.

Coverage

- ☑ Yield is approximately 0.46 ft.³ (0.013 m³). This will cover approximately 5.5 ft.² (0.51 m²) at a 1 in. (25 mm) depth before waste.

Caution

Emaco® R320 CI

Risks

Eye irritant. Skin irritant. Causes burns. Lung irritant. May cause delayed lung injury.

Precautions

KEEP OUT OF THE REACH OF CHILDREN. Avoid contact with eyes. Wear suitable protective eyewear. Avoid prolonged or repeated contact with skin. Wear suitable gloves. Wear suitable protective clothing. Do not breathe dust. In case of insufficient ventilation, wear suitable respiratory equipment. Wash soiled clothing before reuse.

First Aid

Wash exposed skin with soap and water. Flush eyes with large quantities of water. If breathing is difficult, move person to fresh air.

Waste Disposal Method

This product when discarded or disposed of is not listed as a hazardous waste in federal regulations. Dispose of in a landfill in accordance with local regulations.

For additional information on personal protective equipment, first aid, and emergency procedures, refer to the product Material Safety Data Sheet (MSDS) on the job site or contact the company at the address or phone numbers given below.

Proposition 65

This product contains materials listed by the state of California as known to cause cancer, birth defects, or reproductive harm.

VOC Content

This product contains 0 g/L or 0 lbs./gallon.

For medical emergencies only, call ChemTrec (1/800/424-9300).

Limited Warranty Notice

Every reasonable effort is made to apply ChemRex® exacting standards both in the manufacture of our products and in the information which we issue concerning these products and their use. We warrant our products to be of good quality and will replace or, at our election, refund the purchase price of any products proved defective. Satisfactory results depend not only upon quality products, but also upon many factors beyond our control. Therefore, except for such replacement or refund, CHEMREX® MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, RESPECTING ITS PRODUCTS, and CHEMREX® shall have no other liability with respect thereto. Any claim regarding product defect must be received in writing within one (1) year from the date of shipment. No claim will be considered without such written notice or after the specified time interval. User shall determine the suitability of the products for the intended use and assume all risks and liability in connection therewith. Any authorized change in the printed recommendations concerning the use of our products must bear the signature of the ChemRex® Technical Manager.



MBT mark used under license from MBT Holding AG

ChemRex®

Corporate Office:

889 Valley Park Drive; Shakopee, MN 55379

Customer Service: 1/800/433-9517

Technical Services: 1/800/ChemRex (1/800/243-6739)

Web Site: www.chemrex.com

MATERIAL SAFETY DATA SHEET

ChemRex, Inc.
 Commercial Construction Products Division
 889 Valley Park Drive
 Shakopee, MN 55379

24-Hr Emergency
 CHEMTREC (800) 424-9300

Prepared by: Regulatory Affairs Department (612) 496-6000
 Revision Date: 03/29/00

Page: 1 of 4
 Reason for revision: Manufacturer name change

This document is prepared pursuant to the OSHA Hazard Communication Standard (29 CFR 1910.1200). Where a proprietary ingredient is shown, the identity may be made available as provided in this standard.

All components of this product are included in the EPA Toxic Substances Control Act (TSCA) Chemical Substance Inventory.

1. **PRODUCT NAME:** EMACO R320CI (Formerly: RT1135)

Chemical Family: Hydraulic cement grouts..

2. HAZARDOUS INGREDIENTS:	CASNO	TLV	EXPOSURE LIMITS*			CONTENT
			STEL	PEL		
Silica, Crystalline Quartz **	14808-60-7	***	None	****	45-65%	
Portland Cement	65997-15-1	10 mg/M3	None	None	30-50%	
Fly Ash	68131-85-0	3 mg/M3*****	None	None	3-10%	
Calcium Oxide	1305-78-8	2 mg/M3	None	5 mg/m3	< 5%	

*) Refer to Section 7 for available LD/LC(50) Health Hazard Data.

***) Contains less than 0.1% w/w 53 micron or smaller Crystalline Quartz.

(****) 0.1 mg/m3 respirable quartz

(*****) 10 mg/m3 divided by %SiO2+2 (respirable quartz)

(******) Particulates NOC - Respirable

3. **PHYSICAL DATA:**

Boiling Point (oC):	N/Av	Water/Oil Distribution	
Percent Volatile:	0	Coefficient:	N/Av
Freezing Point (oC):	N/Av	Solubility in Water:	Slight
Vapor Pressure mmHg @20(oC): (EA)	N/Av	Specific Gravity:	N/Av
Vapor Density:	> Air	pH:	N/Av
Odor Threshold:	N/Av	Evaporation Rate:	N/Av
Appearance: Grayish granular powder		Odor: Odorless	
N/Av = Not Available	N/Av = Not Applicable	ca. = Approximate	

4. **FIRE AND EXPLOSION HAZARD DATA:** HMIS Hazard Rating No. 0 (Minimal)

Flash Point: Non-flammable

Method: Not Applicable

Auto-Ignition Temp.: Not Applicable

4. FIRE AND EXPLOSION HAZARD DATA: (cont'd)

Limits of Flammability: LEL: Not Applicable UEL: Not Applicable

Extinguishing Media: Use extinguishing media suitable for surrounding fires.

Special Fire & Unusual Hazards: None.

5. REACTIVITY DATA: HMIS Hazard Rating No. 0 (Minimal)

Stability: Stable. Not sensitive to mechanical impact.

Incompatibility: Strong mineral acids.

Hazardous Decomposition Products: None known.

Hazardous Polymerization: Will not occur.

6. ENVIRONMENTAL AND DISPOSAL INFORMATION:

Action to Take for Spills/Leaks: No special procedures are required for clean-up of spills or leaks of this material. Sweep up and return for reuse or discard. Landfill at agency approved waste-disposal facilities.

Waste Disposal Method: Does not contain hazardous chemicals as defined in 40 CFR 260. Handle disposal of waste material in manner which complies with local, state, province and federal regulation. Landfill agency approved waste-disposal facilities.

7. HEALTH HAZARD DATA: HMIS Hazard Rating No. 3 (Serious)

PRIMARY ROUTE OF ENTRY: Inhalation

Effects Of Overexposure

Inhalation: Inhalation of dust can cause coughing and labored breathing

Eyes: Abrasive action may cause damage to the outer surface of the eye. In combination with water may cause severe irritation with corneal injury.

Skin Contact: Abrasive action may cause slight to moderate irritation. In combination with water dermal exposure may cause severe alkali burns.

Skin Absorption: Does not absorb through skin.

Ingestion: Not likely source of entry due to physical nature of material. May cause irritation to mucous membranes and gastrointestinal tract.

7. HEALTH HAZARD DATA: (cont'd)

Chronic

Materials are not known mutagenic, teratogenic, or reproductive health hazards.

Repeated inhalation of respiratory silica in excess of the TLV over extended periods can result in irreversible fibrosis of the lungs (silicosis). An IARC evaluation concluded that there is sufficient evidence (Group I) that crystalline silica may be carcinogenic to humans.

8. FIRST AID:

Inhalation:

Remove victim from exposure. If difficulty with breathing, administer oxygen. If breathing has stopped administer artificial respiration, preferably mouth-to-mouth. Seek medical attention.

Eyes:

Flush eyes with water, lifting upper and lower lids occasionally for 15 minutes. Seek medical attention.

Skin:

Remove contaminated clothing. Wash thoroughly with soap and water. If irritation persists seek medical attention. Wash contaminated clothing before reuse.

Ingestion:

Do NOT induce vomiting; give large quantities of water; get immediate medical attention. If vomiting occurs spontaneously, keep head below hips to prevent aspiration of liquids into lungs. Do NOT give anything by mouth to an unconscious person.

9. SPECIAL PROTECTION INFORMATION:

Ventilation: Ventilation is recommended. Air movement must be designed to insure turnover at all locations in work area to avoid build up of airborne dust concentrations.

Personal Protection Equipment: Do NOT wear contact lenses when working with this material. Use safety glasses with side shields and Rubber/Latex gloves. Selection of specific items such as boots and apron will depend on operation. Wear respirator protection whenever airborne concentrations exceed TLV ceilings or TWA, use NIOSH/OSHA approved respirators equipped with a dust cartridge for listed hazard.

Confined spaces, rooms, or tanks are areas where concern for TLV's is especially important. Reference OSHA Regulation CFR 29 1910.134 for recommended respiratory protection.

10. ADDITIONAL INFORMATION:

Average Shelf Life:

Refer to Product Data Sheet.

Special Instructions:

Store in cool, dry place.

10. **ADDITIONAL INFORMATION:** (cont'd)**REGULATORY INFORMATION:**Title III Section 302: No reportable chemicals.Title III Section 311/312: Health hazard: Immediate
Delayed
Physical hazard: NoneTitle III Section 313: No reportable materials.State: California This product contains a chemical known to the state of California to cause cancer.

Silica, Crystalline Quartz (Respirable) 14808-60-7 < 0.1 %

WHMIS Classification: Class D, Div. 2, Sub A
Class D, Div. 2, Sub B
Class ECanadian Domestic Substance List: All chemicals are listed.**TRANSPORTATION**

National Motor Freight Classification (NMFC): 42130 Sub: - Class: 50

Description: CEMENT, HYDRAULIC

Emergency Response Guide Page No.: NOT REGULATED

DOT Reportable Quantity: NOT REGULATED

Proper Shipping Name: NOT REGULATED - USE NMFC DESCRIPTION

Marine Pollutant: NL

P = Moderate

PP = Severe

WS = Water Sheen

NL = Not Listed

ND = Not Determined

The information herein is given in good faith. No warranty, expressed or implied, is given regarding the accuracy of these data or the results obtained from the use thereof. Consult ChemRex, Inc. for further information.

MBT Protection and Repair
SPECIFICATION BULLETIN

SECTION 03727
EMACO® R320 CI

One-Component, Polymer-Modified Vertical/Overhead Patching Mortar
with Integral Corrosion Inhibitor

NOTE TO SPECIFIERS

The purpose of this document is to assist the specifier while developing a specification for the use of MBT Protection and Repair EMACO® R320 CI. This specification has been prepared to be part of a complete project specification. It has not been prepared to be a "stand alone" item. This document is not intended to be copied directly into project specifications.

PART 1 - GENERAL

1.01 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.02 Summary

- A. This Section specifies a one-component, polymer-modified, cement-based, chloride-resistant, flowable surface renovation mortar with integral corrosion inhibitor.
- B. This product is designed for repairing vertical and overhead concrete structures at a minimum repair depth of 1/4 in. (6 mm) and up to 1-1/2 in. (38 mm).

1.03 References

- ASTM C 109-91 Test Method for Compressive Strength of Hydraulic Cement Mortars - Modified.
- ASTM C 348-92 Test Method for Flexural Strength of Hydraulic Cement Mortars.
- ASTM C 496-90 Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens.
- ASTM C 469-87 Test Method for Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression.
- ASTM C 157 Test Method for Drying Shrinkage of Mortar Containing Portland Cement - Modified.
- ASTM C 666-90 Test Method for Resistance of Concrete to Rapid Freezing and Thawing.
- ASTM C 882-87 Test Method for Bond Strength of Epoxy Resin Systems used with Concrete - Modified.

1.04 System Performance Requirements

A. Provide polymer-modified chloride-resistant repair mortar which when cured produces the following properties:

- | | |
|---|--|
| 1. Compressive Strength
(ASTM C 109) | Minimum, 1-day 1,800 psi (12.4 MPa);
7-day 5,000 psi (34.5 MPa);
28-day 7,000 psi (48.3 MPa) |
| 2. Flexural Strength
(ASTM C 348) | Minimum, 1-day 650 psi (4.5 MPa);
7-day 1,050 psi (7.2 MPa);
28-day 1,450 psi (10.0 MPa) |
| 3. Splitting Tensile Strength
(ASTM C 496) | Minimum, 1-day 350 psi (2.4 MPa);
7-day 500 psi (3.5 MPa);
28-day 750 psi (5.2 MPa) |
| 4. Slant Shear Bond Strength
(ASTM C 1042/C 882,
modified) | Minimum, 1-day 900 psi (6.2 MPa);
7-day 1,800 psi (12.4 MPa);
28-day 2,300 psi (15.9 MPa) |
| 5. Modulus of Elasticity
(ASTM C 469-87) | Maximum 3.2 psi x 10 ⁶ psi (22.1 GPa) @ 28 days |
| 6. Drying Shrinkage
(ASTM C 157 – modified) | Maximum 0.12% at 28 days
(1 x 1 x 10 in. [25 x 25 x 250 mm] prisms, air cured) |
| 7. Freeze-Thaw Resistance
(ASTM C 666, Procedure A,
300 cycles) | Minimum RDF 97% |

1.05 Project Conditions

- A. Weather Conditions: Apply repair mortar only when ambient and surface temperatures are 45°F (7°C) and rising. Do not make the repair if the ambient temperature is expected to fall below 45°F (7°C) within 24 hours after placement.
- B. Follow manufacturer's recommendations regarding additional installation information (hot weather or cold weather installation).

PART 2 – PRODUCTS

2.01 Materials

- A. One-Component Polymer-Modified Chloride-Resistant Surface Renovation Mortar: "EMACO® R320 CI" by MBT Protection and Repair, a blend of Portland cement, polymer additives, specially graded aggregates and set-control admixtures and integral corrosion inhibitor.

- B. Water: Drinkable.
- C. Curing Compounds: "MASTERKURE® 200W" by MBT Protection and Repair.
- D. Evaporation Reducer and Finishing Aid: "CONFILM®" by MBT Protection and Repair.
- E. Rebar Coating: EMACO® P22 by MBT Protection and Repair.

PART 3 – EXECUTION

3.01 Surface Preparation

- A. Mechanically remove unsound concrete to the limits indicated on the drawings.
- B. Remove a minimum of 1/4 in. (6 mm) of existing concrete facing and continue removal as required to expose sound aggregate. Substrate should have a minimum amplitude of 1/4 in. (6 mm). Limit the size of chipping hammers to 15 lb. (6.8 kg) to reduce micro fractures.
- C. Square cut or under cut perimeter of the area to be repaired to a minimum depth of 1/4 in. (6 mm). Do not cut existing steel reinforcement.
- D. Where reinforcing steel with active corrosion is encountered, comply with the following:
 - 1. Abrasive blast reinforcing steel to remove rust and contaminants.
 - 2. When one-half or greater of the diameter of the reinforcing steel is exposed, chip out behind the reinforcing to a 3/4 in. (19 mm) minimum depth.
 - 3. Splice new reinforcing steel to existing steel where corrosion has depleted the cross-section area by 25%, as directed by the Architect/Engineer.
- E. Thoroughly abrade the roughened surface and exposed reinforcement to remove all bond inhibiting material such as: rust, dirt, loose chips, and dust. Maintain substrate in a saturated, surface-dry condition.
- F. Coat exposed reinforcing steel with EMACO® P22 rebar protection coating prior to patching.

3.02 Mixing

- A. Comply with mortar manufacturer's recommendations for water quantity and mixing procedures.

3.03 Application

- A. For hand troweling apply a bond coat to the prepared substrate before application of EMACO® R320 CI. Do not apply more of this bond coat than can be covered with EMACO® R320 CI before the bond coat dries. Do not retemper this bond coat.
- B. Place polymer-modified, chloride-resistant, one-component surface renovation mortar by hand troweling or spray application at a minimum application thickness of 1/4 in. (6 mm).

3.04 Finishing

- A. Level surface of repair mortar using a float or screed.

- B. Under desiccating conditions, spray apply undiluted "CONFILM®" evaporation retarder lightly just after placing.
- C. Apply final finish when mortar has begun to stiffen.

3.05 Curing

- A. Protect fresh mortar from premature evaporation. Cure finished repair mortar by one of the following methods:
 - 1. Method: Keep area continuously moist with water as soon as mortar surface has hardened (thumb print hard), for a minimum of two days.
 - 2. Method: Apply two coats of curing compound, MBT Protection and Repair "MASTERKURE® 200W". Apply the first coat immediately after completing finishing operations. Apply the second coat 24 hours later.



EXHIBIT NO.	7
APPLICATION NO.	2-02-012
CITY OF PACIFICA Vocomp-20 Product	
Specifications, Material Data	
Safety Sheet (Page 1 of 7 pages)	

CSI Code: 03050

W. R. MEADOWS,

SEALTIGHT

No. 368

APRIL 2002
(Supersedes March 2001)

VOCOMP®-20

Water-Base Acrylic Curing and Sealing Compound

DESCRIPTION

SEALTIGHT VOCOMP-20 Water-Base Acrylic Curing and Sealing Compound is formulated of special acrylic copolymers in a true water-base carrier. It is a ready-to-use curing and sealing compound. Once properly applied, VOCOMP-20 provides an impermeable seal for efficient moisture retention. Color-wise, VOCOMP-20 appears "milky white" in the container and, when first applied, it leaves a "bluish" cast on the concrete for easy, visual identification of coverage. VOCOMP-20 dries clear to provide a transparent sheen finish. If a greater sheen is desired, a coat of VOCOMP-25-1315 or VOCOMP-30 may be applied. Refer to Data Sheet Nos. 369 & 374. VOCOMP-20 resists yellowing due to ultraviolet degradation and provides a durable, long-lasting finish that offers improved resistance to chemicals, petroleum and abrasives.

VOCOMP-20 will minimize hair-checking, premature cracking, dusting and spalling. However, good concrete and good concreting practices should be used as VOCOMP-20 is not a cure-all for improperly mixed or placed concrete. VOCOMP-20 meets maximum VOC content limits of 350 g/L for Concrete Curing Compounds as required by the U.S. EPA Architectural Coatings Rule. A potable water approved product (in accordance with Standard ANSI/NSF 61-1997B 69RL) is available upon request. A copy of this approval is also available upon request.

USES

VOCOMP-20 Water-Base Acrylic Curing and Sealing Compound may be quickly and easily applied to simultaneously cure and/or seal new, interior and exterior, vertical and horizontal concrete surfaces. It is ideal for application on commercial and industrial floors, sidewalks, basement and garage floors, multi-level parking decks, patios, driveways and parking areas. VOCOMP-20 dries very quickly to protect and enhance the natural appearance of concrete.

FEATURES AND BENEFITS

- Ready-to-use, non-yellowing, water-base compound that cures and/or seals concrete in one, quick and easy application
- Minimizes hair-checking, premature cracking, dusting and spalling
- Dries quickly on new concrete to a durable, clear, sheen finish that protects and enhances the natural appearance of concrete
- Ideal for application on interior, exterior, horizontal and vertical concrete surfaces
- Resists adhesion of mortar droppings to protect concrete floors during construction...permits easier cleanup
- Tough, durable finish offers improved resistance to chemicals, petroleum and abrasives
- Application tools may be cleaned with soap and water
- VOC compliant...meets U.S. EPA Architectural Coatings Rule requirements

PACKAGING

- 1 Gallon (3.79 Liter) Containers
- 5 Gallon (18.93 Liter) Pails
- 55 Gallon (208.20 Liter) Drums

SPECIFICATIONS

- ASTM C 309, Type 1, Class B
- AASHTO M 148, Type 1, Class B
- USDA Accepted
- UL potable water approved product (available upon request)

Complies with the ultraviolet light degradation-yellowing classification of ASTM C 1315, Class A, Section 6.4.1

COVERAGE

Approximately 300 sq. ft./gal (7.36 sq. m./L). Coverages may vary due to porosity and condition of the concrete.

CONTINUED ON REVERSE SIDE

W.R. MEADOWS, INC.
P.O. Box 338 • HAMPSHIRE, IL 60140-0338
Phone: 847/214-2100 • Fax: 847/683-4544
1-800-342-5976
www.wrmeadows.com

HAMPSHIRE, IL / CARTERSVILLE, GA
YORK, PA / FORT WORTH, TX / BENICIA, CA
POMONA, CA / GOODYEAR, AZ / MILTON, ONT.

Application Tools



Manual Sprayer

APPLICATION

Surface Preparation...*New Concrete:*

Apply VOCOMP-20 when the surface water has disappeared and the concrete surface will not be marred by walking workmen.

Application Method... VOCOMP-20 is ready to use "as is" from the container. A typical, manual sprayer provides an easy, economical method of application.

VOCOMP-20 should be sprayed on with an 8001 tip that produces a flow of 1/10" of a gallon per minute. Spray on in a fine, fog pattern without spurts and dribbles to form a thin, continuous film. **AVOID PUDDLING** in low areas...if puddles occur, brush or roll them out. For added protection and a greater sheen on the concrete, an additional coat of VOCOMP-25 may be applied after the first coat of VOCOMP-20 has thoroughly dried.

Drying Time... VOCOMP-20 dries very quickly. Drying times may be extended, depending on application rate, temperature, humidity and project conditions. Restrict foot traffic for at least four hours...12 hours is preferable.

Clean Up... While VOCOMP-20 is still wet, equipment may be easily cleaned up with soap and water. Once dried, the material may be removed with a solvent such as Xylene or Toluene.

PRECAUTIONS

KEEP FROM FREEZING. Do not apply VOCOMP-20 when air, material and surface temperatures are expected to fall below 40°F (4°C) within 4 hours of completed application. VOCOMP-20 may be applied to colored concrete, but mottling may occur. Do not use on non-porous surfaces or surfaces which are not uniform in porosity, i.e., brick, stone, masonry, etc. Concrete floors properly cured with VOCOMP-20 meet section 8.9 "Adhesion of Tile Cements" of ASTM C 1315. For other specifications, secure the approval of the paint or resilient flooring manufacturer before applying VOCOMP-20. The specifier and user shall determine the suitability and assure all responsibilities in connection therewith.

HEALTH HAZARDS

Do not apply this product in locations where food items are present. Direct contact may cause mild to moderate irritation. Refer to Material Safety Data Sheet for complete Health and Safety Information.

FOR THE MOST CURRENT PRODUCT INFORMATION, VISIT OUR WEBSITE:

www.wrmeadows.com



LIMITED WARRANTY

"W.R. MEADOWS, INC. warrants at the time and place we make shipment, our material will be of good quality and will conform with our published specifications in force on the date of acceptance of the order." Read complete warranty. Copy furnished upon request.

Disclaimer

The information contained herein is included for illustrative purposes only, and to the best of our knowledge, is accurate and reliable. W.R. MEADOWS, INC. cannot however under any circumstances make any guarantee of results or assume any obligation or liability in connection with the use of this information. As W.R. MEADOWS, INC. has no control over the use to which others may put its product, it is recommended that the products be tested to determine if suitable for specific application and/or our information is valid in a particular circumstance. Responsibility remains with the architect or engineer, contractor and owner for the design, application and proper installation of each product. Specifier and user shall determine the suitability of products for specific application and assume all responsibilities in connection therewith.

Date of preparation: 06/01/00

SECTION I

Manufacturer : W. R. MEADOWS, INC.
Address : 300 Industrial Drive
: Hampshire, Illinois 60140
Telephone # : (847) 683-4500
Emergency # : 1-800-424-9300 Chemtrec

- H M I S -

|Health : 0 |
|Flammability : 1 |
|Reactivity : 0 |
|Personal Protection : |

(Hazard Rating: 0=Least,1=Slight,2=Moderate,3=High,4=Extreme,*=Chronic)

Product Class : DIVISION 3
Mfg. code I.D. : 3420000-3
Trade Name : SEALTIGHT VOCOMP-20 WATER BASE CURING AND SEALING COMPOUND

SECTION II-A HAZARDOUS COMPONENTS

No.	Component	CAS#	% by Weight	SARA 313	VAPOR PRESSURE (mm Hg @ 20 C)	LEL (@ 25 C)
1.	Propylene Glycol Phenyl Ether	770-35-4	1-5	NO	0.01	0.70 @ 165 C

None of the components of this product are recognized as carcinogenic. N/A = Not Applicable
Under the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) and 40 CFR Part 372, chemicals listed on the 313 List (40 CFR Part 373.65) are identified under the heading "SARA 313".

SECTION II-B OCCUPATIONAL EXPOSURE LIMITS

No.	PEL/TWA	OSHA			ACGIH			
		PEL/CEILING	PEL/STEL	SKIN	TLV/TWA	TLV/CEILING	TLV/STEL	SKIN
1.	NE	NE	NE	NE	NE	NE	NE	NE

N/E = Not established

SECTION III PHYSICAL DATA

Boiling Point	: 212 degrees F	% Volatile by volume	: 90.90 (Theoretical)
Evaporation Rate	: < 1 (ether = 1)	% Volatile by weight	: 90.04 (Theoretical)
Vapor Density	: > 1 (air = 1)	Weight per gallon	: 8.60 (Theoretical)
pH Level	: 9.40	Appearance	: White liquid emulsion

SECTION IV HEALTH INFORMATION

EYE CONTACT: This material may cause mild eye irritation. Corneal injury is unlikely.
SKIN CONTACT: Exposure may cause mild skin irritation. Prolonged or repeated contact may cause redness, burning, drying, and cracking of the skin. Persons with pre-existing skin disorders may be more susceptible to the effects of this material.
INHALATION: Exposure may produce irritation to the nose, throat, respiratory tract, and other mucous membranes.
INGESTION: This product may cause irritation of the gastrointestinal tract.
SIGNS AND SYMPTOMS: Symptoms of eye irritation include pain, tearing, reddening, and swelling. Symptoms of skin irritation include reddening, swelling, rash, and redness. Symptoms of respiratory irritation include runny nose, sore throat, coughing, chest discomfort, shortness of breath, and reduced lung function. Symptoms of gastrointestinal irritation include sore throat, abdominal pain, nausea, vomiting, and diarrhea.
AGGRAVATED MEDICAL CONDITIONS: Pre-existing skin, eye, and respiratory disorders may be aggravated by exposure to this product.
OTHER HEALTH EFFECTS: None recognized.

SECTION V EMERGENCY AND FIRST AID PROCEDURES

EYE CONTACT: Flush eyes with water for fifteen (15) minutes. If symptoms persist, seek medical attention.
SKIN CONTACT: Remove contaminated shoes and clothing. Cleanse affected area(s) thoroughly by washing with mild soap and water. If irritation or redness develops and persists, seek medical attention.
INHALATION: Remove victim to fresh air and treat symptomatically. Provide oxygen if breathing is difficult. Give artificial respiration if the victim is not breathing. Seek prompt medical attention.
INGESTION: Dilute with liquid unless the victim is unconscious or very drowsy. If vomiting spontaneously occurs, keep the victim's head below the hips to prevent aspiration into the lungs. Consult a physician, hospital, or poison control center and/or transport to an emergency facility immediately.

Date of preparation: 06/01/00

SECTION VI FIRE AND EXPLOSION HAZARDS

FLAMMABILITY CLASSIFICATION - NFPA : Not regulated
- DOT : Not regulated

FLASH POINT: Greater than 200 degrees F (PMCC)

EXTINGUISHING MEDIA: Use water fog, foam, dry chemical, or Carbon Dioxide.

SPECIAL FIRE FIGHTING PROCEDURES AND PRECAUTIONS: Clear area of unprotected personnel. Do not enter confined fire space without helmet, face shield, bunker coat, gloves, rubber boots, and a positive pressure NIOSH approved self-contained breathing apparatus.

UNUSUAL FIRE AND EXPLOSION HAZARDS: Containers exposed to intense heat from fires should be cooled with water to prevent vapor pressure buildup which could result in container rupture. Container areas exposed to direct flame contact should be cooled with large quantities of water as needed to prevent weakening of container structure.

SECTION VII REACTIVITY

STABILITY: Stable **HAZARDOUS POLYMERIZATION :** Will not occur

CONDITIONS AND MATERIALS TO AVOID: None known.

HAZARDOUS DECOMPOSITION PRODUCTS: Combustion may yield Carbon Dioxide, Carbon Monoxide, and/or incomplete combustion products. Do not breathe smoke or fumes. Wear appropriate protective equipment.

SECTION VIII EMPLOYEE PROTECTION

RESPIRATORY PROTECTION: Use ventilation as required to control vapor concentrations - at least 10 air changes per hour are recommended for good general-room ventilation. If exposure exceeds the PEL/TLV, use the appropriate NIOSH approved respirator.

PROTECTIVE CLOTHING: Wear safety glasses, goggles, or a splash shield to prevent eye contact. Contact lenses should not be worn. Wear appropriate gloves and protective clothing to prevent contact with skin and clothing.

ADDITIONAL PROTECTIVE MEASURES: Eye wash fountains and safety showers should be available for use in an emergency.

SECTION IX ENVIRONMENTAL PROTECTION

SPILL OR LEAK PROCEDURES: LARGE SPILLS>> Evacuate the hazard area of unprotected personnel. Wear appropriate respirator and protective clothing. Shut off source of leak only if safe to do so. Dike and contain. If vapor cloud forms, water fog may be used to suppress; contain run-off. Remove with vacuum trucks or pump to storage/salvage vessels. Soak up residue with an absorbent such as clay, sand or other suitable material; place in non-leaking containers for proper disposal. Flush area with water to remove trace residue; dispose of flush solutions as above. SMALL SPILLS>> Take up with an absorbent material and place in non-leaking containers; seal tightly for proper disposal.

WASTE DISPOSAL: Observe all Federal, State and local regulations regarding proper disposal.

SECTION X ADDITIONAL PRECAUTIONS

Containers can contain hazardous product residues even when empty. Wash with soap and water before eating, drinking, smoking or using toilet facilities.

The information contained herein is based on the data available to us and is believed to be correct. However, we make no warranty, expressed or implied regarding the accuracy of this data or the results to be obtained from the use thereof. We assume no responsibility for injury from the use of the product described herein.

SEALTIGHT® VOCOMP®-20

Specifier Notes: This guide specification is written according to the Construction Specifications Institute (CSI) Format. The section must be carefully reviewed and edited by the Architect or Engineer to meet the requirements of the project. Coordinate this section with other specification sections and the drawings.

SECTION 03050**CONCRETE CURING AND SEALING COMPOUND**

Specifier Notes: W.R. Meadows SEALTIGHT VOCOMP-20 Water-Base Acrylic Curing and Sealing Compound is a ready-to-use, water-base, curing and sealing compound for use on new interior and exterior concrete surfaces.

PART 1 GENERAL**1 SECTION INCLUDES**

- A. Acrylic curing and sealing compound for interior and exterior concrete.

2 RELATED SECTIONS

Specifier Notes: Edit the list of related sections as required for the project. List other sections dealing with work directly related to this section.

- A. Section 03300 - Cast-in-Place Concrete.

3 REFERENCES

- A. AASHTO M 148 - Liquid Membrane-Forming Compounds for Curing Concrete.

Specifier Notes: Delete the following sentence if a potable water approved curing and sealing compound is not required.

- B. ANSI/NSF 61 - Drinking Water System Components - Health Effects.
- C. ASTM C 309 - Liquid Membrane-Forming Compounds for Curing Concrete.
- D. ASTM C 1315 - Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.

4 SUBMITTALS

- A. Comply with Section 01330 - Submittal Procedures.
- B. Submit manufacturer's product data and application instructions.

Specifier Notes: Delete the following sentence if a potable water approved curing and sealing compound is not required.

- C. Submit potable water approval in accordance with ANSI/NSF 61.

5 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage: Store materials in a clean dry area in accordance with manufacturer's instructions. Keep containers sealed until ready for use. Keep from freezing.
- C. Handling: Protect materials during handling and application to prevent damage or contamination.

6 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply curing and sealing compound when concrete temperature is below 40 degrees F (4 degrees C).

7 PART 2 PRODUCTS**MANUFACTURER**

- A. W.R. Meadows, Inc., PO Box 338, Hampshire, Illinois 60140-0338. (800) 342-5976. (847) 683-4500. Fax (847) 683-4544. Web Site www.wrmeadows.com.

8 MATERIALS

- A. Acrylic Concrete Curing and Sealing Compound: SEALTIGHT VOCOMP-20 Water-Base Acrylic Curing and Sealing Compound.

1. Compliance:

- a. ASTM C 309, Type 1, Class B.
- b. AASHTO M 148, Type 1, Class B.
- c. Ultraviolet Light Degradation-Yellowing Classification: ASTM C 1315, Class A, Section 6.4.1.
- d. Adhesion: ASTM C 1315, Section 8.9.
- e. Potable Water Approved: ANSI/NSF 61.

Specifier Notes: Delete the above sentence if a potable water approved curing and sealing compound is not required.

2. USDA accepted.
3. VOC Content: Meets maximum VOC content limit of 350 g/L for concrete curing compounds as required by US EPA Architectural Coatings Rule.
4. Nonyellowing.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine concrete surfaces to receive curing and sealing compound. Notify Architect if surfaces are not acceptable. Do not begin application until unacceptable conditions have been corrected.

3.2 APPLICATION

- A. Apply curing and sealing compound to new concrete surfaces in accordance with manufacturer's instructions.
- B. Ensure application equipment is clean and free of previously used materials.
- C. Do not dilute curing and sealing compound.
- D. Apply curing and sealing compound in a uniform film. Avoid puddling in low areas.
- E. Apply curing and sealing compound when surface water disappears and concrete surface will not be marred by walking workmen.
- F. Cure concrete surfaces as specified in Section 03300.
- G. May be applied to colored concrete, but mottling may occur.
- H. Do not use on brick, stone, and masonry which are not uniform in porosity or have a nonporous surface.

3.3 PROTECTION

A. Protect horizontal surfaces from foot traffic for a minimum of 12 hours after application of curing and sealing compound.

END OF SECTION

Sales
And
Rental

HYDRA PLATFORM



[Home](#) [Description](#) [Features](#) [Specifications](#) [Contact Us](#)

PO Box 5280
Lake Wylie, SC
29710

USA
Phone:
803.831.8195

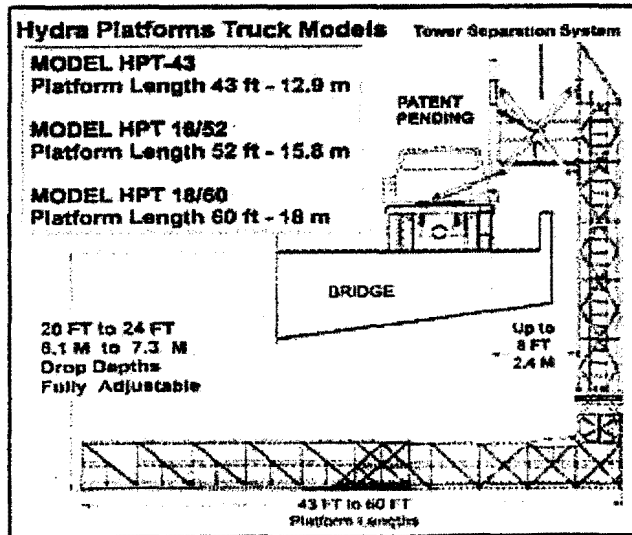
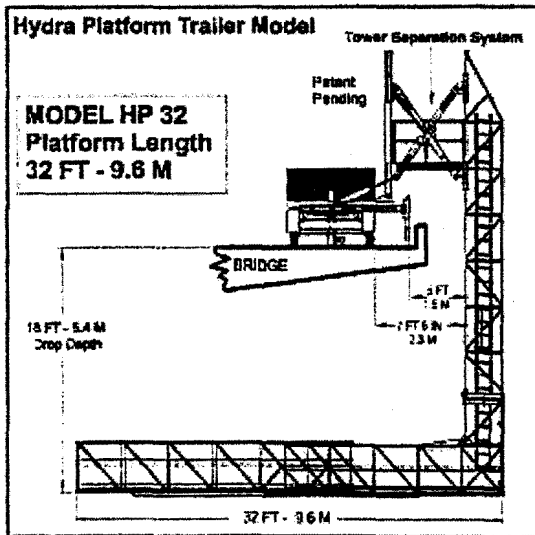
Fax:
803.831.0606

Email:
info@hydraplatform.com

Common uses of our product include...

- Underbridge Inspections
- Painting
- Sandblasting
- Stripping
- Repairs
- Maintenance
- Installation and Maintenance of Underbridge Pipes and Cables
- Maintenance of and Replacement of Bearings
- General Underbridge Operations

EXHIBIT NO.	8
APPLICATION NO.	2-02-012
CITY OF PACIFICA Scaffolding Specification Sheet	



W 8933

STATE OF CALIFORNIA
STATE LANDS COMMISSION

PUBLIC AGENCY PERMIT NO. 4585.9 PUBLIC RESOURCES CODE SERIES

For such sole and exclusive purpose, and subject to such terms, conditions, restrictions, reservations and limitations as are herein set forth:

The State of California, hereinafter designated as the State, acting through the State Lands Commission and pursuant to the authority contained in Division 6 of the Public Resources Code and the rules and regulations adopted thereunder, does hereby grant a PERMIT to City of Pacifica, State of California, for a term of forty nine (49) years, beginning June 1, 1971 and ending May 31, 2020 of, in and upon those certain tidal and submerged lands situate in the County of San Mateo, State of California, and more particularly described and depicted on Exhibits "A" and "B" attached and by reference made a part hereof.

This permit is subject to existing contracts, leases, licenses, easements, encumbrances and claims which may affect leased premises, and this permit is made without warranty by State of title, quiet enjoyment, condition or fitness of the leased premises for the intended use, or any other warranty whatever, except that Permittee faithfully keeping all the terms, provisions and conditions of this permit on Permittee's part to be performed, State agrees not to interfere with Permittee's possession of the leased premises, except as herein may otherwise be provided.

This permit is not intended to constitute the establishment of the State's boundary and is to be without prejudice to any boundary claims which may in the future be asserted.

EXHIBIT NO.	9
APPLICATION NO.	2-02-012
CITY OF PACIFICA	State Lands Lease
No. P.R.C.4585.9,	dated July 9, 1971;
September 29, 1971	amendment
(Page 1 of 7 pages)	

W 8933

The sole and entire consideration to the State for the within permit shall be the public benefit. However, the State reserves the right to review the consideration at any time and to set a monetary rental if the State Lands Commission shall determine that such action is in the State's best interest.

Said land shall be used only for the construction, operation and maintenance of a public fishing pier, 30" diameter sanitary sewer outfall and seawall which shall in all respects comply with all applicable laws, rules and regulations and shall in no way interfere with nor obstruct navigation.

Said permit shall continue and shall remain in effect only so long as the land shall be used, utilized, and maintained for the purpose herein specified, and any time upon the discontinuance of such use and maintenance for a period of 180 days said permit shall, at the option of the State and upon written notice thereof to the permittee, cease and terminate and the State shall have the right to forthwith re-enter upon and take possession of said land and at its option remove all, or any portion or portions, of any structures, roadways and fills from said land at the cost and expense of said permittee.

The State expressly reserves the right to grant easements or crossings, over, upon and under the said demised right-of-way and nothing herein contained shall be construed as limiting the powers of the State to lease, convey, or otherwise transfer or encumber, during the life of this permit all or any portion or portions of the hereinbefore described State lands for any purpose whatsoever not inconsistent or incompatible with the rights or privileges granted to the said permittee.

There is reserved to the State all natural resources, timber and minerals, including oil or gas in or above the described land, and the right to grant in, over and across said lands, leases, easements and/or rights-of-way to extract or remove such natural resources, timber or minerals as provided by law and the rules and regulations of the State Lands Commission and without compensation to the said permittee.

W 8933

The Permittee shall be liable for and agrees to indemnify the State against any loss, damage, claim, demand or action, caused by, arising out of, or connected with the construction or maintenance of structures upon, or the use by the Permittee and/or agents thereof, of the demised premises;

The Permittee shall not transfer nor assign this agreement and shall not sublet said land nor any part thereof, except upon the prior written consent of the State first had and obtained.

The State, through its authorized agents, shall have the right at all reasonable times to go upon lands owned by the permittee and upon the demised premises for the purpose of inspecting the leased land.

This agreement will become binding on the State only when duly executed on behalf of the State Lands Commission of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date hereafter affixed.

THE TERMS AND CONDITIONS OF THE HEREIN PERMIT ARE ACCEPTED:

STATE OF CALIFORNIA
STATE LANDS COMMISSION

City of Pacific
Name of Permittee
By James L. McCarthy Mayor
Signature Title

By James F. Trout
July 9, 1971

STATE OF CALIFORNIA)
) ss
COUNTY OF SACRAMENTO)

On this 9th day of July, A.D., 1971, before me, the undersigned, a Notary Public in and for the State of California, with principal office in the County of Sacramento, personally appeared James F. Trout known to me to be the Manager, State Lands Program, of the STATE LANDS COMMISSION, STATE OF CALIFORNIA, the Commission that executed the within Instrument, known to be the person who executed the within Instrument, on behalf of the Commission there named, and acknowledged to me that such Commission executed the with Instrument pursuant to a resolution of its Commissioners.

WITNESS my hand and official seal.

Reyna L. Shapiro
Reyna L. Shapiro
Name (Typed or Printed)
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA



EXHIBIT "A"

Lessee: City of Pacifica

W 8933

Three parcels of tide and submerged land lying in the Pacific Ocean, within the Sharp Park Area of the City of Pacifica, San Mateo County, California, more particularly described as follows:

PARCEL A:

A strip of tide and submerged land, the uniform width of 1,000 feet, lying 500 feet on each side of the following described centerline:

BEGINNING at the intersection of the westerly line of Ocean Boulevard now known as Beach Boulevard with the centerline of Santa Rosa Avenue, as said Boulevard and Avenue are shown on the map entitled "REVISED MAP SALADA BEACH SAN MATEO CO., CAL." which map was filed in the Office of the Recorder of the County of San Mateo on August 5, 1907, in Book 5 of Maps at page 20; thence westerly along the westerly prolongation of the centerline of Santa Rosa Avenue 20 feet to the end of the herein described centerline.

PARCEL B:

A strip of tide and submerged land, the uniform width of 500 feet, lying 250 feet on each side of the following described centerline:

COMMENCING at the above mentioned point of beginning of Parcel A; thence westerly along the westerly prolongation of the centerline of Santa Rosa Avenue 20 feet to the TRUE POINT OF BEGINNING; thence continuing along the westerly prolongation 1,430 feet to the end of the herein described centerline.

PARCEL C:

A strip of tide and submerged land, the uniform width of 100 feet, lying 50 feet on each side of the following described centerline:

COMMENCING at the above mentioned point of beginning of Parcel A; thence westerly along the westerly prolongation of the centerline of Santa Rosa Avenue 1,450 feet to the TRUE POINT OF BEGINNING; thence continuing along the westerly prolongation 1,550 feet to the end of the herein described centerline.

Prepared By: J. B. H. Date: 5-7-71

Checked/Reviewed By: H. S. Date: 5-7-71

Description Requested By: E. W. C. LAND TRANSACTIONS

PACIFIC OCEAN

Mussel Rock

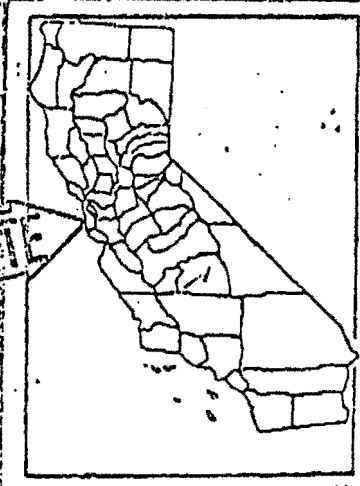
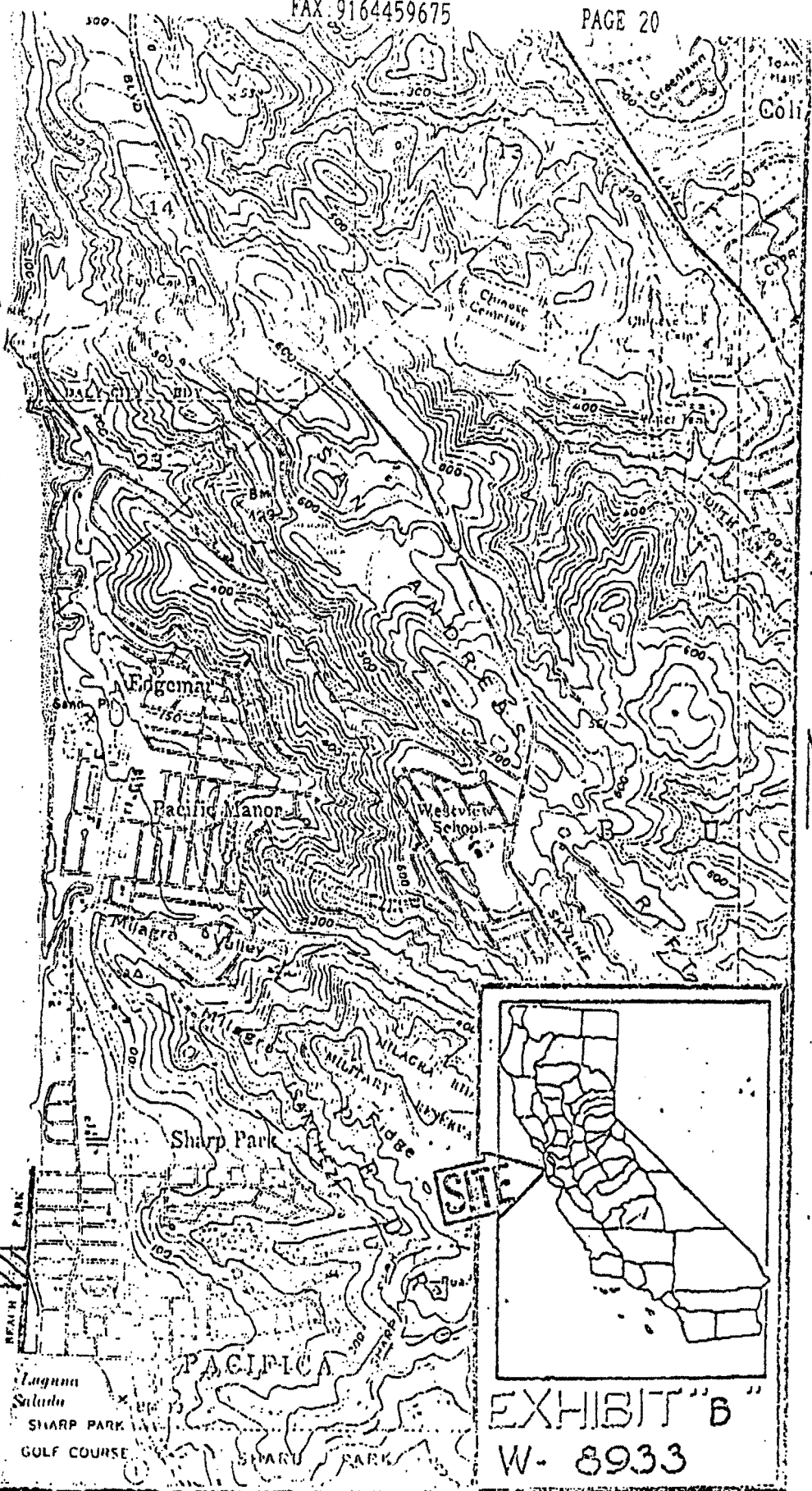


EXHIBIT "B"
W- 8933

REC'D CIVIL RIGHTS DIVISION
AUG 27 1971 09:30 AM

W/CB COPY

AMENDMENT

P.R.C. 4585.9

WHEREAS, the State of California, acting through the State Lands Commission, hereinafter called State; and CITY OF PACIFICA, hereinafter called Permittee, have heretofore entered into an Agreement designated as Lease No. P.R.C. 4585.9 and dated July 9, 1971, whereby the State leased to the Permittee certain tide and submerged lands situate in San Mateo County; and

WHEREAS, the aforesaid Agreement provides that said Agreement may be terminated, the provisions changed, altered or amended by mutual consent of the parties; and

WHEREAS, the Permittee has requested an amendment to make the Wildlife Conservation Board of the State of California a co-lessee under said lease; and

WHEREAS, it will be to the advantage of the State and of the Permittee to do so in order to facilitate the obtaining of additional funding for the construction of the permitted improvements; and

WHEREAS, by reason of the foregoing, it is now the desire of the parties to amend the aforesaid Agreement.

NOW THEREFORE, it is agreed by and between the parties hereto, as follows:

The name of the Permittee shall be deleted from Page one of said Lease P.R.C. 4585.9, and the following shall be and is hereby substituted in lieu thereof:

CITY OF PACIFICA AND WILDLIFE CONSERVATION BOARD.

The effective date of this Amendment to the aforesaid Agreement shall be September 1, 1971.

And it is further agreed that all other terms and conditions of Lease P.R.C. 4585.9 are to remain unchanged and in full force and effect.

This Agreement will become binding on the State only when duly executed on behalf of the State Lands Commission of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date hereafter affixed.

PERMITTEE:

CITY OF PACIFICA
 Name of Permittee

By Grace L. McCarthy
 Mrs. Grace L. McCarthy Title
 Mayor of Pacifica
 170 Santa Maria Avenue
 Address

Pacifica, California 94044

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By James F. Hunt
 Date 9/29/71

(SEAL)

PERMITTEE: Wildlife Conservation Board

[Signature]
 Name of Permittee

By [Signature] Executive Officer TITLE

1416 - 9th Street
Sacramento, California 95814
 Address

(SEAL)

STATE OF CALIFORNIA STANDARD AGREEMENT

A-71-23

Pacifica Fishing Pier

CONTRACTOR—() STATE AGENCY—() DEPT. OF GENERAL SERVICES—() CONTROLLER—()

NUMBER WC - 610

THIS AGREEMENT, Made and entered into this 24th day of January, 1972, at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting

Executive Officer

Wildlife Conservation Board

hereinafter called the State, and

Department or other agency

EXHIBIT NO. 10

APPLICATION NO. 2-02-012

City of Pacifica

CITY OF PACIFICA (Page 1 of 16 pages)

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

WHEREAS, the Wildlife Conservation Board allocated funds at its meeting of March 23, 1971, for the purpose of sharing with the City the cost of construction of a public fishing pier and appurtenant facilities at Pacifica, San Mateo County, California; and

WHEREAS, the City has funds available for the purpose of sharing in the cost of construction of said pier and facilities; and

WHEREAS, the parties hereto desire to construct and develop said project on a cooperative basis,

NOW THEREFORE, pursuant to Section 1350 of the Fish and Game Code, it is mutually agreed as follows:

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA

Wildlife Conservation Board

Contractor City of Pacifica

(If other than an individual, state whether a corporation, partnership, etc.)

By Grace L. McCarthy

By [Signature] Name of State agency

Mayor

Executive Officer

170 Santa Maria Ave., Pacifica 94044

Address

(Continued on sheets, each bearing name of Contractor)

APPROVED FEB 24 1972 [Signature] Deputy Director

Table with columns: To Be Charged Against, APPROPRIATION Sec 1352 F&G Code, 19632 B&P Code, FUNCTION OR FUND Wildlife Restoration Fund, LINE ITEM ALLOTMENT C4.22 Pacifica Fishing Pier, Amount of this Estimate \$ 499,500

I Hereby Certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

a. The City agrees to proceed with and diligently prosecute to completion, either with City forces or by independent contract, the construction of said pier and appurtenant facilities in accordance with the Bid Form, Item A only, together with any additions or deductions thereto as shown in Items 7 and 8 thereof, and the plans marked Exhibit A, all attached hereto or incorporated herein by reference, including the furnishing of all labor, tools, materials, transportation, equipment, inspection, permits and licenses necessary therefor.

b. Upon satisfactory completion of work to be performed herein, the State agrees to reimburse the City in lump sum payment or in progress payments not more often than monthly, up to the total amount of Four hundred ninety-nine thousand, five hundred Dollars (\$499,500), or not more than 50% of the City's actual cost, whichever is the lesser. Said reimbursement by the State shall be made upon request by the City according to the following provisions:

- (1) For work completed by contract or subcontract awarded through public bid procedures, the City shall submit a copy of said contract or subcontract with invoices in triplicate showing proof of the City's payment thereof.
- (2) For work accomplished in any other manner, City shall submit invoices in triplicate, itemized as to actual and direct expenditures, including, but not limited to, all salaries and wages, materials and sales tax thereon, and equipment rental.

c. The City shall maintain full and complete records of all receipts and expenditures under this agreement and shall make such records available for examination and audit by the State at all reasonable times.

d. The City shall not assign this agreement in whole or in part nor delegate any rights or duties hereunder without written consent of the State first had and obtained, and any such assignment or delegation without such written consent of the State first had and obtained shall be null and void, but nothing herein contained shall be construed as precluding the City from contracting any or all of the work herein described, provided written approval by the State of the awarding of any contract is first had and obtained.

e. Nothing herein contained shall be construed to exempt any work to be performed by the City from the provisions of Part 7 (commencing with Section 1720) Division 2 of the Labor Code.

f. The City agrees to commence work after written notice from the State to proceed, and to complete all of said work as herein specified to be done within 720 days from the date hereof.

g. Fair Employment Practices, Part B only, apply to this agreement.

h. Air Pollution Addendum applies to this agreement.

i. The City shall comply with the Presidential Executive Order No. 11627, dated October 15, 1971, and all guidelines, rules, and regulations of the Cost of Living Council, Pay Board and Price Commission implementing it. The City warrants that no wages, prices or salaries to be paid under this contract will be in excess of the maximum legally allowable pursuant to the foregoing order, rules and regulations.

PART "B"
ADDENDUM TO GENERAL CONDITIONS
APPLICABLE ONLY TO CONTRACTS INVOLVING REIMBURSEMENT
IN WHOLE OR IN PART BY THE UNITED STATES OF AMERICA

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
(Executive Order No. 11246)

Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202, of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including the sanctions for noncompliance; Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CIVIL RIGHTS ACT OF 1964
(P.L. 88-352, 78 Stat. 241)

TITLE VI - NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

Sec. 601. (In General)

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Sec. 602. (Effecting Compliance)

Each Federal department and agency which is empowered to extend Federal financial assistance to any program or activity, by way of grant, loan, or contract other than a contract of insurance or guaranty, is authorized and directed to effectuate the provisions of section 601 with respect to such program or activity by issuing rules, regulations, or orders of general applicability which shall be consistent with achievement of the objectives the statute authorizing the financial assistance in connection with which the action is taken. No such rule, regulation, or order shall become effective unless and until approved by the President. Compliance with any requirement adopted pursuant to this section may be effected (1) by the termination of or refusal to grant or to continue assistance under such program or activity to any recipient as to whom there has been an express finding on the record, after opportunity for hearing, of a failure to comply with such requirement, but such termination or refusal shall be limited to the particular political entity, or part thereof, or other recipient as to whom such a finding has been made and, shall be limited in its effect to the particular program, or part thereof, in which such noncompliance has been so found (2) by any other means authorized by law: Provided, however, That no such action shall be taken until the department or agency concerned has advised the appropriate person or persons of the failure to comply with the requirement and has determined that compliance cannot be secured by voluntary means. In the case of any action terminating, or refusing to grant or continue, assistance because of failure to comply with a requirement imposed pursuant to this section, the head of the Federal department or agency shall file with the committees of the House and Senate having legislative jurisdiction over the program or activity involved a full written report of the circumstances and the grounds for such action. No such action shall become effective until thirty days have elapsed after the filing of such report.

Sec. 603. (Judicial Review)

Any department or agency action taken pursuant to section 602 shall be subject to such judicial review as may otherwise be provided by law for similar action taken by such department or agency on other grounds. In the case of action, not otherwise subject to judicial review, terminating or refusing to grant or to continue financial assistance upon a finding of failure to comply with any requirement imposed pursuant to section 602, any person aggrieved (including any State or political subdivision thereof and any agency of either) may obtain judicial review of such action in accordance with section 10 of the Administrative Procedure Act, and such action shall not be deemed committed to unreviewable agency discretion within the meaning of that section.

Sec. 604. (Restriction on Action)

Nothing contained in this title shall be construed to authorize action under this title by any department or agency with respect to any employment practice of any employer, employment agency, or labor organization except where a primary objective of the Federal financial assistance is to provide employment.

Sec. 605. (Existing Authority Not Impaired)

Nothing in this title shall add to or detract from any existing authority with respect to any program or activity under which Federal financial assistance is extended by way of a contract of insurance or guaranty.

As applicable, the provisions of the following Federal Acts shall apply to this agreement, the Pittman-Robertson Act, the Dingell-Johnson Act, the Anadromous Fish Act, and the Commercial Fisheries Research and Development Act.

Sex Discrimination Guidelines (Part 60-20, 41CFR60) Title 41 - Public Contracts and Property Management; Chapter 60 - Office of Federal Contract Compliance, Equal Employment Opportunity, Department of Labor; Part 60-20 - Sex Discriminatio

AIR POLLUTION ADDENDUM

In the performance of this contract, the Contractor shall comply with the provisions of Sections 14381 and 11017 of the Government Code as they apply to his work:

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

Notwithstanding any other provision of law, Contractor in performing this contract shall comply with all local air pollution control rules, regulations, and ordinances, which are more stringent than any applicable state air pollution control statute, rule, or regulation.

By and Between
THE STATE OF CALIFORNIA, WILDLIFE CONSERVATION BOARD
and
THE CITY OF PACIFICA
FOR THE OPERATION AND MAINTENANCE OF
PACIFICA FISHING PIER

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THIS AGREEMENT, made and entered into this 24th day of January
1972, by and between the State of California, acting by and through its
duly appointed, qualified and acting Executive Officer of the Wildlife
Conservation Board, hereinafter called the "State", and the City of
Pacifica, hereinafter called the "City".

WITNESSETH:

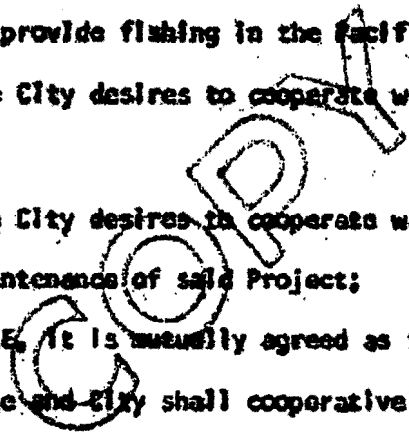
WHEREAS, the State desires to cooperate with the City in the
construction of a public fishing pier and appurtenances, hereinafter
referred to as the "Project", to be located at Pacifica in the County
of San Mateo, to provide fishing in the Pacific Ocean; and

WHEREAS, the City desires to cooperate with the State in said
Project; and

WHEREAS, the City desires to cooperate with the State in the
operation and maintenance of said Project;

NOW THEREFORE, it is mutually agreed as follows:

1. The State and City shall cooperatively develop the Project
substantially in accordance with the project as approved by the
Wildlife Conservation Board at its meeting on March 23, 1971.
2. After the completion of the Project the City agrees at its
sole cost and expense to maintain and operate the Project for the term
of twenty-five (25) years, commencing with the date of completion. *
Said maintenance and operation shall include but not be limited to
repairing, repainting, replacing component parts of the Project to keep
them in safe and useable condition and performing all acts necessary
for compliance with all applicable laws, ordinances, rules, and regula-
tions affecting the Project.



See completion 12/31/72
Expirations date 12/31/97

Pacifica Fishing Pier

1 3. The City agrees that the Project shall be open without charge
2 to the public at all times for the purposes of fishing except at such
3 times as the City must restrict access for purposes of repair or
4 maintenance.

5 4. The City may place or cause to be placed on the Project any
6 structure, alteration or improvement for the use, enjoyment, and
7 protection of the general public not inconsistent with the purposes of
8 this agreement or the use of the Project by the public for fishing.

9 5. The City, to the exclusion of all other persons, firms, or
10 corporations may operate, or permit others to operate, such concessions,
11 special services, or accommodations as may enhance and benefit public
12 fishing to the end that greater use and enjoyment of the Project for
13 such purpose may be provided. Upon the establishing of any such
14 concessions, special services, or accommodations, the rights of the
15 public shall thereupon become subject to the operation of such facili-
16 ties and to such rules and regulations as may be promulgated by the
17 City relative thereto. All such facilities shall be administered in
18 accordance with the standards prescribed by the State laws applicable
19 to public fishing piers.

20 The development, maintenance, and operation by the City of such
21 concessions, special services or accommodations provided for herein
22 shall be subject to such supervision and direction by the State as may
23 be required by law.

24 6. Subject to Paragraph 5, the City may with approval of the
25 State establish, charge and collect such charges or fees relative to
26 any such concessions, special services, or accommodations provided for
27 the public by the City, together with charges for the maintenance and

Pacifica Fishing Pier

1 operation of the facilities mentioned in Paragraph 2. All charges,
 2 fees, collections and profits derived by the City shall revert to said
 3 City and shall be used by the City solely (a) in repayment of general
 4 fund outlay by the City for capital expenditures in furtherance of the
 5 purposes herein set forth, other than the capital outlay furnished by
 6 the State; and (b) for the furtherance of the purposes herein set
 7 forth.

8 7. The City agrees to indemnify, defend and save harmless the
 9 State, its officers, agents and employees for and against any and all
 10 claims, demands or causes of action arising out of or in any way
 11 connected with operation and maintenance of the Project.

12 8. If at any time the City shall fail, neglect or refuse to
 13 operate, manage and maintain the Project as contemplated by this
 14 agreement, the State shall have the right, in addition to any other
 15 remedies it may have, after ninety (90) days notice to the City to
 16 remedy its default, to enter upon said premises and actively assume
 17 the operation, maintenance, repair and control of the Project for the
 18 duration of the term of this agreement, and the City shall reimburse
 19 the State for all expenses incurred by the State in connection therewith.

20 9. All notices which may be given by either party to the other
 21 shall be deemed to have been fully given when made in writing and
 22 deposited in the United States mail, certified and postage prepaid,
 23 and addressed to the City as follows: City of Pacifica, City Hall,
 24 Pacifica, California 94044; and to the State as follows: Wildlife
 25 Conservation Board, 1416 Ninth Street, Sacramento, California 95814.
 26 The address to which the notices shall or may be mailed as aforesaid
 27 may be changed by written notice of one party to the other as hereinbefore

Pacific Fishing Pier

1 provided, but nothing contained herein shall preclude the giving of any
2 such notice by personal service.

3 10. The City shall not assign this agreement in whole or in part,
4 nor delegate any rights or duties hereunder, without written consent of
5 the State first had and obtained, and any such assignment or delegation
6 without such written consent of the State first had and obtained shall
7 be null and void.

8 IN WITNESS WHEREOF, this agreement has been executed by and on
9 behalf of the parties hereto, the day and year first above written.

CITY OF PACIFICA

12 12 By Gere R. McCarthy
13 13 Mayor

16 16 ATTEST:

17 17 By Therese R. Theisen
18 18 Deputy City Clerk

19 19 WILDLIFE CONSERVATION BOARD

21 21 By [Signature]
22 22 Executive Officer

Policy	POLICY	BUDGET
Department of General Services		
APPROVED		
FEB 24 1972		
BY	ORIGINAL SIGNED BY A. W. COLLINS <u>[Signature]</u> Director	

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.13 have been complied with and this document is exempt from review by the Department of Finance.

25 25 By [Signature]

AMENDMENT NO. 1
COOPERATIVE AGREEMENT FOR OPERATION AND MAINTENANCE
PACIFICA FISHING PIER

1 THIS AMENDMENT TO AGREEMENT made and entered into this 6th day of
2 June, 1974, by and between the State of California, Department of Fish
3 and Game, acting by and through its duly appointed, qualified and acting
4 Executive Officer of the Wildlife Conservation Board, hereinafter called the
5 State, and the City of Pacifica, hereinafter called the City;

6 W I T N E S S E T H:

7 WHEREAS, the parties hereto did on January 24, 1972, enter into a Cooperative
8 Agreement wherein the State agreed to cooperate with the City in construction and
9 development of a public fishing pier and the City agreed to provide all necessary
10 maintenance and operation for said fishing pier; and

11 WHEREAS, the parties hereto desire to allow closing the pier area to the
12 public at such hours as may be required to provide maximum protection to the
13 facility and to its users; and

14 WHEREAS, the parties hereto desire to clarify their respective intentions
15 insofar as description of the boundaries of the project is concerned;

16 NOW THEREFORE, it is mutually agreed by and between the parties hereto that
17 paragraph 1 of said Cooperative Agreement is hereby amended to read in full as
18 follows:

19 "1. The State and City shall cooperatively develop the Project substantially
20 in accordance with the project as approved by the Wildlife Conservation
21 Board at its meeting on March 23, 1971, the boundaries of said Project
22 being described in those certain gift deeds recorded May 15, 1956, in
23 Book 3023 at page 464 and October 31, 1957, in Book 3301 at page 433,
24 Official Records of San Mateo County, containing 5.35 acres and 2.05
25 acres respectively, and also depicted in Exhibit A which is attached
26 hereto and made a part hereof. The boundaries of said Project shall
27 also include those certain tide and submerged lands which are referred

1 to in Public Agency Permit No. 4585.9, Public Resources Code Series, of
2 the State Lands Commission dated July 9, 1971, and all amendments and
3 modifications thereto, said lands also being depicted in Exhibit B
4 which is attached hereto and made a part hereof."

5 AND IT IS FURTHER MUTUALLY AGREED by the parties hereto that Exhibit A, which
6 is attached hereto shall be as if set forth in said Cooperative Agreement.

7 AND IT IS FURTHER MUTUALLY AGREED by and between the parties hereto that
8 paragraph 3 of said Cooperative Agreement is hereby amended to read in full as
9 follows:

10 "3. The City agrees that the Project shall be open without charge to the
11 public at all times for the purposes of fishing except:

- 12 a) at such times as the City deems it necessary to restrict
- 13 access for purposes of repair or maintenance; and
- 14 b) with written approval of the State, during such hours as
- 15 will provide additional protection and safety to users of
- 16 the facility as well as protection from vandalism to the
- 17 facility itself."

18 Except as modified, all other terms and conditions of said Cooperative
19 Agreement shall remain unchanged and in full force and effect.

20 IN WITNESS WHEREOF, this Amendment is executed by the parties hereto the day
21 and year first above written.

22
23 ATTEST:
24 BY David J. Thompson

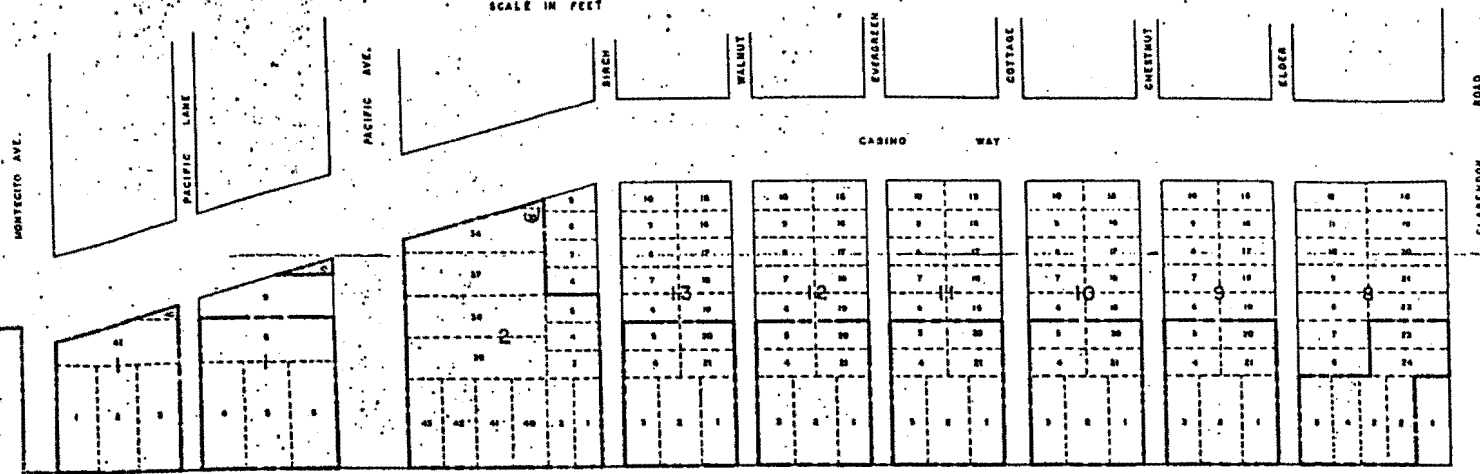
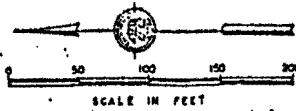
CITY OF PACIFICA
BY Julius H. Sumler
Mayor

STATE OF CALIFORNIA
DEPARTMENT OF FISH AND GAME
WILDLIFE CONSERVATION BOARD

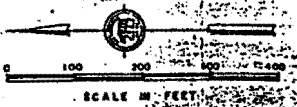
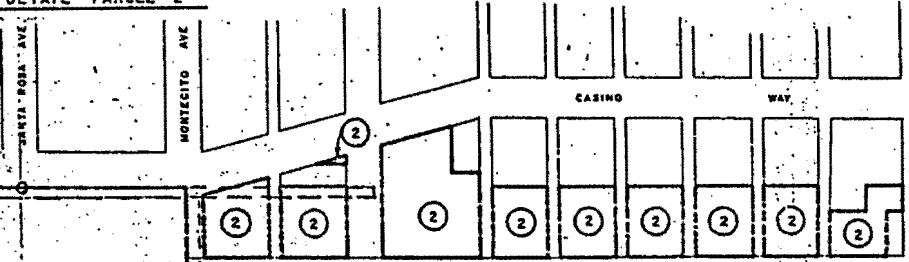
25
26
27
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.13 have been complied with and this document is exempt from review by the Department of Finance.
By Chester W. Hart

BY Chester W. Hart
Executive Officer

A PORTION OF RANCHO SAN PEDRO
SAN MATEO COUNTY



DETAIL PARCEL 2



PACIFIC

OCEAN

← P.R.C. 4585.9 (SEE EXHIBIT B)

EXHIBIT A

SCHEDULE OF ACQUISITION

PARCEL NO.	OWNER	TYPE OF ACQUISITION	DATE	BOOK & PAGE	ACREAGE	TOTAL
1	SAN MATEO COUNTY	EXPROPRIATED	12-15-55	3022/444	5.25	
2	SAN MATEO COUNTY	EXPROPRIATED	12-15-55	3301/433	2.05	

DATE	SCALE	CONTOUR INT.	OTHER INFO.	GRAPHIC

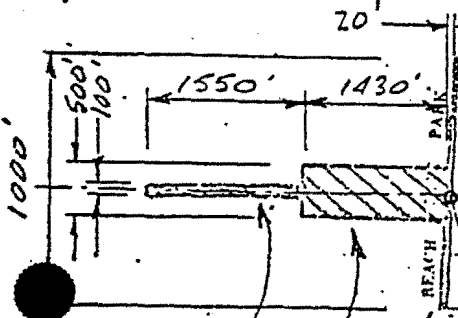
RESOURCES AGENCY OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

SAN MATEO COAST STATE BEACHES
SHARP PARK BEACH UNIT
OWNERSHIP MAP

DRAWING NO. 6532
FILE NO.
DATE

PACIFIC OCEAN

P.R.C. 4585.9



PARCEL C
 PARCEL B
 PARCEL A

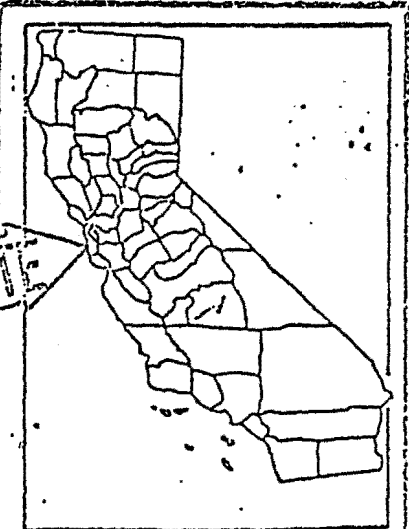
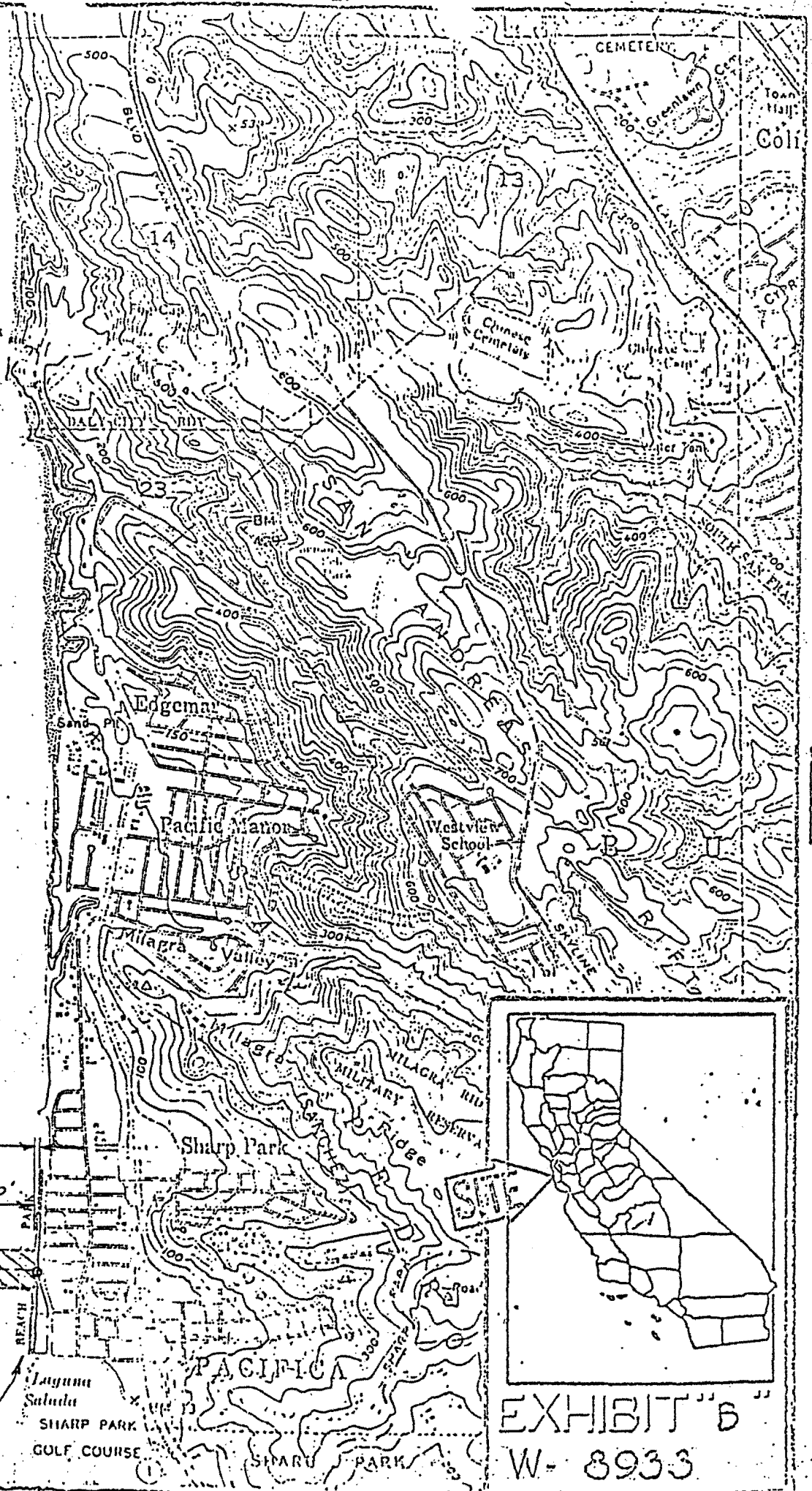


EXHIBIT "B"
 W- 8933

AMENDMENT NO. 2

COOPERATIVE AGREEMENT
FOR OPERATION & MAINTENANCE OF
PACIFICA FISHING PIER, SAN MATEO COUNTY

THIS AMENDMENT TO AGREEMENT made and entered into this 23rd day of August, 1993, by and between the State of California, Department of Fish and Game, acting by and through its duly appointed, qualified and acting Executive Director of the Wildlife Conservation Board, hereinafter called the State, and the City of Pacifica, hereinafter called the City;

WITNESSETH

WHEREAS, the parties hereto did on January 24, 1972, and as amended on June 6, 1974, enter into a Cooperative Agreement (the "Agreement") wherein the State agreed to cooperate with the City in construction and development of a public fishing pier and the City agreed to cooperate with the State in said project;

WHEREAS, ocean wave action has caused significant deterioration of the landward pier abutment which must be repaired if the pier is to remain open for public use; and

WHEREAS, the parties hereto desire to cooperate to renovate the pier to provide for the continuation of the existing pier uses; and

WHEREAS, the parties hereto desire to extend the term of said agreement to provide for continued operation and maintenance of said project.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto that paragraph 1 of said Agreement is hereby amended as follows:

- "1. The State and City shall cooperatively develop the Project substantially in accordance with the project as approved by the Wildlife Conservation Board at its meeting on March 23, 1971, and August 23, 1993, the boundaries of said

project being described in those certain gift deeds recorded May 15, 1956, in Book 3023 at Page 464 and October 31, 1957, in Book 3301 at page 433, Official Records of San Mateo County, containing 5.35 acres and 2.05 acres respectively, and also depicted in Exhibit A which is attached hereto and made a part hereof. The boundaries of said Project shall also include those certain tide and submerged lands which are referred to in Public Agency Permit No. 4585.9, Public Resources Code Series, of the State Lands Commission dated July 9, 1971, and all amendments and modifications thereto, said lands also being depicted in Exhibit B which is attached hereto and made a part hereof."

AND IT IS FURTHER MUTUALLY AGREED by the parties hereto that the first sentence of Paragraph 2 of the Agreement is hereby amended to read as follows:

"After the completion of the Project the City agrees at its sole cost and expense to maintain and operate the Project up to and including December 31, 2010."

Signature of this document on behalf of State hereby certifies that all conditions for exemption set forth in State Administrative Manual Section 1215 have been complied with and this document is exempt from review by the State Department of Finance (SAM Section 1219).

Except as modified, all other terms and conditions of said Cooperative Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed by the parties hereto the day and year first above written.

CITY OF PACIFICA

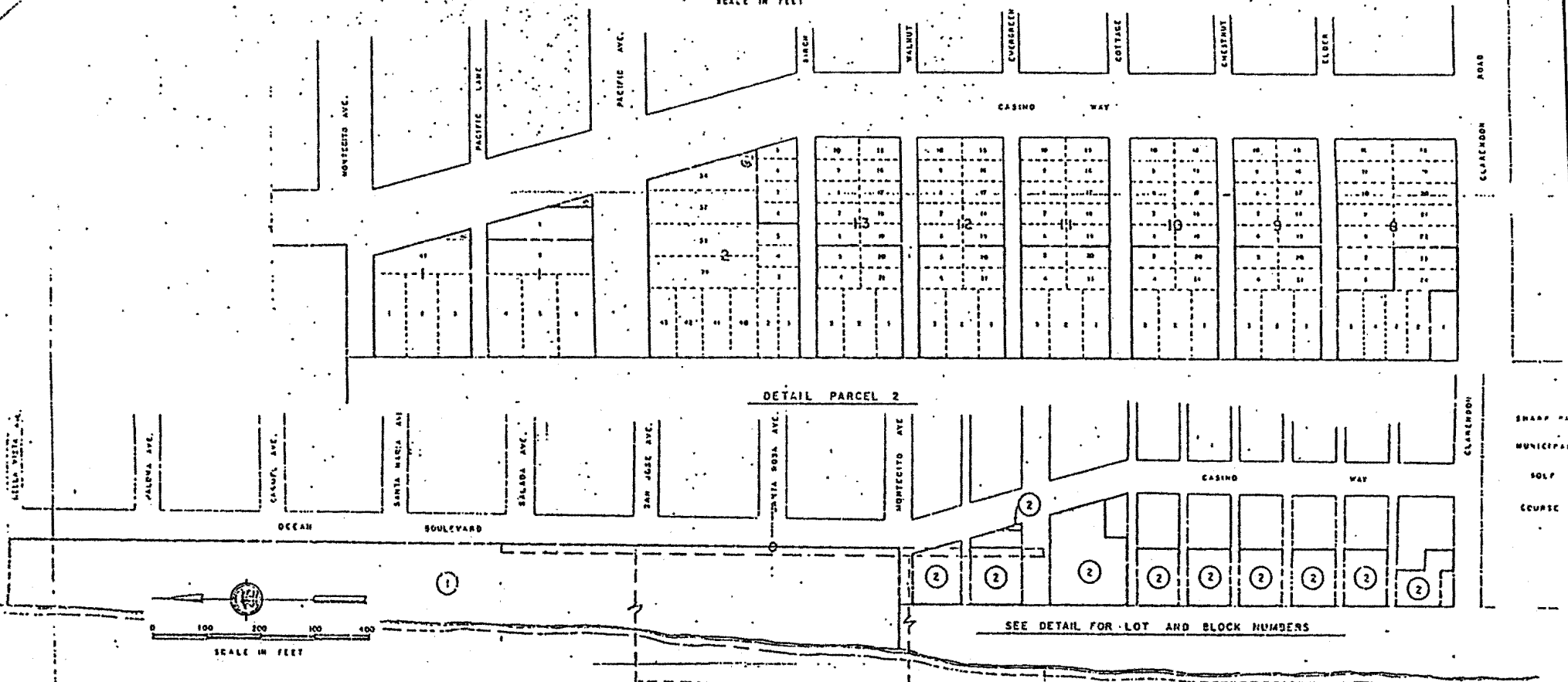
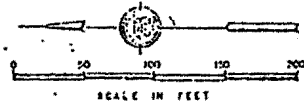
BY: *Daniel V. Pincetich*
 Daniel V. Pincetich
 City Manager

STATE OF CALIFORNIA
 DEPARTMENT OF FISH AND GAME
 WILDLIFE CONSERVATION BOARD

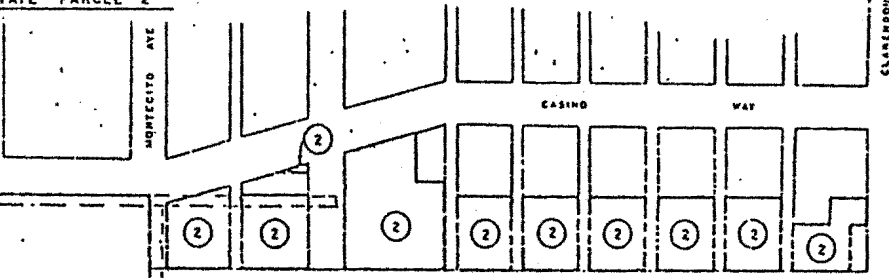
BY: *W. John Schmidt*
 W. John Schmidt, Executive Director
 Wildlife Conservation Board

FORM	POLICY	BUDGET
Department of General Services		
APPROVED		
SEP 10 1993		
<i>[Signature]</i>		
Ass't. Chief Counsel		

A PORTION OF RANCHO SAN PEDRO
SAN MATEO COUNTY



DETAIL PARCEL 2



SEE DETAIL FOR LOT AND BLOCK NUMBERS



PACIFIC

OCEAN

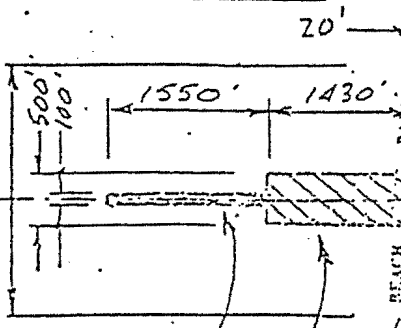
← P.R.C. 4585.9 (SEE EXHIBIT B)

SCHEDULE OF ACQUISITION				
DATE	ACQUISITION	ACRES	UNIT PRICE	TOTAL
12-1-43	100-1-1	1.22	30227.84	36878.00
12-1-43	100-1-2	1.22	30227.84	36878.00
12-1-43	100-1-3	1.22	30227.84	36878.00

DATE	SCALE	PROJECT NAME	DRAWN BY	CHECKED BY	APPROVED BY	RESOURCES AGENCY OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION	SAN MATEO COAST STATE BEACHES SHARP PARK BEACH UNIT OWNERSHIP MAP	DRAWING NO. 6532
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PACIFIC OCEAN

P.R.C. 4585.9



PARCEL C
PARCEL B
PARCEL A

Mussel Rock

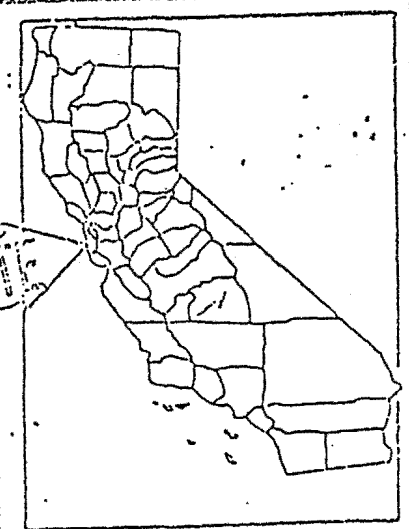
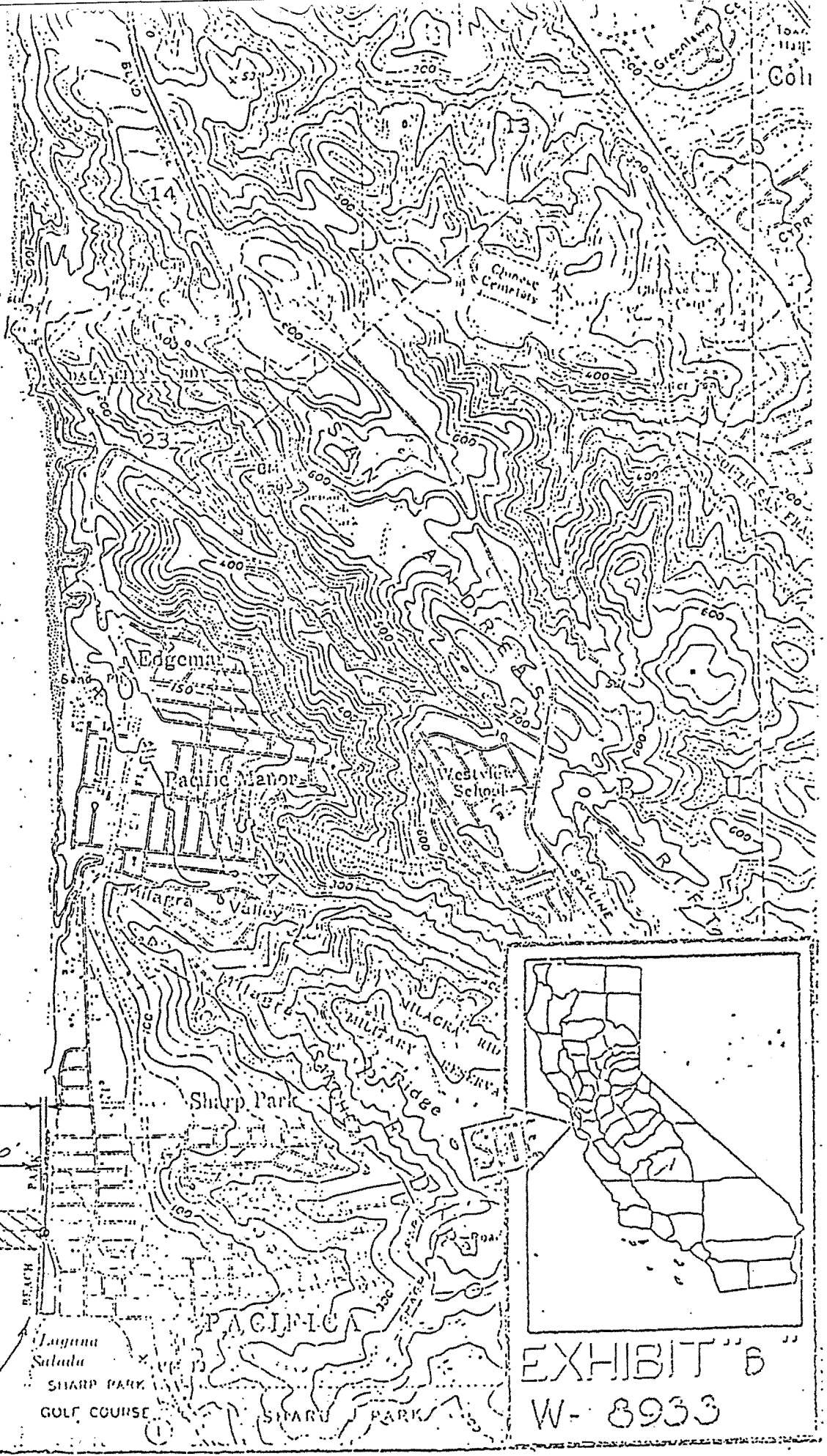


EXHIBIT "B"
W- 8933

