

AGENDA
REGULAR MEETING OF THE BOARD OF COMMISSIONERS
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

DATE: December 12, 2013

TIME: 6:00 p.m. Executive Closed Session
7:00 p.m. Regular Session

PLACE: Woodley Island Marina Meeting Room

The Meeting Room is wheelchair accessible. Accommodations and access to Harbor District meetings for people with other handicaps must be requested of the Director of Administrative Services at 443-0801 24 hours in advance of the meeting.

1. Call to Order at 6:00 p.m.

- a. Move to Executive Closed Session pursuant to the provisions of the California Government Code Sections 54957.6 (Negotiations with Represented Employees) and 54956.8 (Conference with Real Property Negotiator)
 1. Conference with Labor Negotiator
Agency Negotiators: Chief Executive Officer, District Counsel, Two (2) or less of the members of the Board of Commissioners
Employee Organization: As recognized by the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District, including International Longshore and Warehouse Union, Local 14A.
 2. Conference with Real Property Negotiator
Agency Negotiators: Mike Wilson, Board President; Chief Executive Officer; District Counsel
Under Negotiation:
Potential terms for District property acquisition from Pacific Gas & Electric Company

2. Adjourn Executive Closed Session

3. Call to Order Regular Session at 7:00 P.M. and Roll Call

4. Pledge of Allegiance

5. Report on Executive Session

6. Public Comment

Note: This portion of the Agenda allows the public to speak to the Board on the various issues not itemized on this Agenda. A member of the public may also request that a matter appearing on the Consent Calendar be pulled and discussed separately. Pursuant to the Brown Act, the Board may not take action on any item that does not appear on the Agenda. Each speaker is limited to speak for a period of three (3) minutes regarding each item on the Agenda. Each speaker is limited to speak for a period of three (3) minutes during the PUBLIC COMMENT portion of the Agenda regarding items of special interest to the public not appearing on the Agenda that are within the subject matter jurisdiction of the Board of Commissioners. The three (3) minute time limit may not be transferred to other speakers. The three (3) minute time limit for each speaker may be extended by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District. The three (3) minute time limit for each speaker may be enforced by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District.

7. Consent Calendar

Note: All matters listed under the Consent Calendar are considered to be routine by the Board of Commissioners and will be enacted by one motion. There will be no separate discussion of these items. If discussion is required, that item will be removed from the Consent Calendar and considered separately.

- a. Consideration of approval of minutes from the October 10, 2013 Board Meeting.

Agenda for December 12, 2013 Regular Board Meeting

8. Communications and Reports

- a. Chief Executive Officers Report
 - Redwood Terminal 2 (Freshwater pulp mill site) Cleanup Update
- b. Staff Reports
- c. District Counsel's and District Treasurer's Reports
- d. Commissioner and Committee Reports
- e. Other
 - Presentation by Humboldt State University Students on sustainable energy facility.
 - Presentation by Ryan Wells, Scott Kelley and Mike Nelson, LACO Associates on the Samoa Industrial Waterfront Transportation Access Plan

9. Non Agenda

10. Unfinished Business

11. New Business

- a. Consideration of award of contract for the Temporary Electrical Power Installation at Redwood Terminal 2.
- b. Consideration of approval of Cooperative Agreement with the Wiyot Tribe for marine debris cleanup.
- c. Consideration of approval of Timber Heritage Association Samoa Shops Lease Extension Agreement and Scope of Work for 2014 Lease Off-Set.
- d. Consideration of approval of no-cost extension of contract with LACO Associates for services related to the Samoa Industrial Waterfront Transportation Access Plan.
- e. Discussion of re-establishing the Shellfish Technical Advisory Committee (TAC).

12. Administrative and Emergency Permits

13. Adjournment

7a

**MINUTES (Subject to Approval)
REGULAR MEETING OF THE BOARD OF COMMISSIONERS
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION**

October 10, 2013

PRESENT:

Commissioner Newman
Commissioner Dale
Commissioner Wilson
Commissioner Marks
Commissioner Higgins

President Wilson called the Regular Meeting of the Board of Commissioners to order at 7:07 pm.

President Wilson asked Craig Spjut to lead those present in the Pledge of Allegiance.

PUBLIC COMMENT

Craig Spjut, business agent for UA Local 290 Plumbers and Steamfitters, stated he drove by the pulp mill on October 3 and spoke with the EPA representative on-site about the use of local workers. The environment quality management representative stated EPA is not required to pay area standard wages. Mr. Spjut asked that the Harbor District create a project labor agreement requiring all work be performed at area standard wages, thereby supporting apprenticeship opportunities and our local economy.

Jack Birdwell, a retired laborer and current President of building trades union would like to see more local workers hired to support our economy versus the disturbing news that out of state people were hired.

Lawrence, a local pipe fitter and welder, thinks the bay is beautiful, but appears to be a toxic ghost town. He is curious about the price paid for the pulp mill, and is appalled that outside labor has been brought in. He suggested we all try to make this a more beautiful place together.

Commissioner Marks stated he worked as a union member at the pulp mill for 30 years. When the plant was recently purchased, it was obvious the environmental issues needed to be addressed. When the plant was closed in 2008, there were 4 million gallons of caustic liquors above ground because the plant had been "cold stopped", not knowing if the mill would open again. Since purchasing the mill, the EPA deemed it an emergency place for clean-up, a superfund site. The EPA took over the hiring of people to do the clean-up. Commissioner Marks stated the Harbor District did not hire the EPA, the USCG Pacific Rim strike force, or anyone to do the clean-up. Commissioner Marks clarified that the Harbor District did not hire the outside work force to do the clean-up work. The EPA is enforcing the clean-up and the Harbor District is doing its best, and the local work force is very important. The Harbor District is not in control of this part of the project.

Sharon Gassoway, a local laborer, said she would like the Harbor District to notify the EPA there are local people that are qualified to do the type of jobs they are hiring outsiders to perform.

President Wilson stated that the EPA has preset contractors which allow them to act so quickly

Kent Sawatzky stated he hopes that when given the opportunity locals will be hired, and that the Harbor District better updates the public regarding the pulp mill budget and profitability.

Commissioner Higgins responded the answers to his concerns might be covered under the Public Records Act Requests he repeatedly files. Commissioner Higgins hopes the public has been reviewing those cooperatively with the other people who are hitting the Harbor District continuously with Public Records Act Requests; and in fact the Harbor District is transparent on this issue and will be discussed at Economic Development Committee meetings.

Sid Berg, Secretary/Treasurer for the local building & construction trade union is disturbed that the EPA was called in without public notice and now Mr. Berg has to see out of state vehicles driving in taking away jobs from locals. Local trade unions have spent millions training workers to do just these kinds of jobs, which also would have stimulated our local economy. The public should have been more informed; it would have been nice to see some public notices, and give the local working people a chance. Mr. Berg recommends writing a letter to the EPA suggesting they hire local workers. Mr. Berg is concerned that many locals have been driven out of Humboldt County due to the lack of employment, and will never be returning.

Tracy Antonsen said she and her family are long time residents of Humboldt County. Tracy stated that she and others are here working hard, taking classes and getting trained to help the area flourish. She said there are several local individuals with the hazardous materials training required to participate in this clean-up. She stated that this path is a life, not just a job. She wants to bring the community back to itself. Outsiders don't have the heart for this community as locals do.

President Wilson responded this is not the Harbor District's contract, but an emergency situation and is being funded by the federal government. There are some expenses to the Harbor District that will be paid from the sale of some assets (i.e. chemical boiler, turbine generator, etc.) from the site. President Wilson said he wanted to make sure the public understands the Harbor District will not have another opportunity for funding to clean the property, except through this venue, and the Harbor District is playing by the EPA's rules to take advantage of this opportunity. President Wilson said he hears what the public is saying; a recommendation has been made that a request be made to the EPA to look harder at the hiring of local people. President Wilson thinks that's a reasonable thing for the Harbor District to ask of EPA. On the other side, the Harbor District cannot look a gift horse in the mouth or get in the way of an enforcement issue. The Harbor District is doing its best to be responsible to the environment and our community, as well as the local work force that are very important. The public can expect to see a letter to EPA on the next agenda.

Karen Brooks suggested an update of the Harbor District website. There might be less Public Records Act Requests if there was more accessible information on website. She suggested adding the videos of the Economic Development Committee meetings and said the site needs

to be easier to navigate. Commissioner Higgins states he has a lot of sympathy with Ms. Brooks on the topic of the need for website updating.

CONSENT CALENDAR

COMMISSIONER MARKS MOVED FOR THE APPROVAL OF THE CONSENT CALENDAR.
COMMISSIONER DALE SECONDED. MOTION CARRIED WITHOUT DISSENT.

COMMUNICATIONS REPORTS

CHIEF EXECUTIVE OFFICER REPORT

- ❖ The Emergency Response Team and USCG Strike Team arrived at Redwood Terminal 2, and has moved quickly. EPA is making recommendations on how to safely run the site, and checking for proper equipment. EPA arrived with all equipment, and are very skilled in moving hazardous materials. The old tanks are being sealed to prevent rain water overflows.

STAFF REPORTS

Director of Administrative Services:

- ❖ RFP to sell the boiler and turbine generator equipment at Redwood Terminal 2 will be distributed the week of October 14. RFPs will be due November 22; a mandatory on-site walk thru will be October 25.
Sid berg asked if the contract will fall under prevailing wage. CEO stated there will be that requirement in the contract.

Captain Petrusha:

- ❖ Stated the recent Pacific Coast Congress Conference hosted by the Harbor District was a great success. A tour on the Fire Boat was given and Coast Seafood donated oysters for a barbeque reception.

Director of Conservation:

- ❖ Grant submitted to National Marine Fisheries Service (NMFS) for the Carrying Capacity study. There may be a delay in the award due to the Federal Government shutdown.
- ❖ Federal Government Shutdown Impacts: Army Corps permits, Coordinating with USFWS on Spartina eradication, and NMFS review of permits and grants
- ❖ Spartina Grant awarded to Harbor District for \$180,000 from the CA Natural Resources Agency

DISTRICT COUNSEL REPORT: None

COMMISSIONER AND COMMITTEE REPORTS

Commissioner Dale

- ❖ Stated he initially thought the Pulp Mill clean-up whirlwind appeared to be a catastrophe, but he is now reassured by the progress.

President Wilson

- ❖ Reported he went to McDaniel's Slough after the September 26 Board Meeting and watched them open it up to tidal flow. President Wilson is still advocating for a pedestrian bridge at that site.
- ❖ Gave the opening welcome at the Pacific Coast Congress of HarborMasters and Port Captains conference.

Commissioner Marks

- ❖ Reported he has been quite busy with Redwood Terminal 2 project.
- ❖ Presented an update from the NCRA meeting he attended.

Commissioner Higgins

- ❖ Reported that the next Economic Development Committee meeting will be October 14 at 6 p.m. Commissioner Higgins reports that the meeting's topic is Aquaculture.
- ❖ Asked his fellow Commissioners if they have any ideas to reorganize the Harbor District website.

NON-AGENDA: None

UNFINISHED BUSINESS

A. CONSIDERATION OF TIDELAND LEASE AGREEMENT WITH HOG ISLAND OYSTER COMPANY.

COMMISSIONER HIGGINS MOVED FOR THE APPROVAL OF TIDELAND LEASE AGREEMENT WITH HOG ISLAND OYSTER COMPANY. COMMISSIONER MARKS SECONDED.

Director of Conservation stated included in the tideland lease agreement with Hog Island Oyster Company is a personal guarantee from owner of the company, a recommendation of District Counsel. In response, John Finger, the owner of Hog Island Oyster Company, provided more detailed information regarding their financial information and status to District Counsel, which he said was sufficient. Harbor District staff recommended moving forward with the signing of the lease.

Ken Bates asked if the company ever shut down, could the District require them to clean the property. Director of Conservation stated that is one of the terms of the lease agreement.

MOTION CARRIED WITHOUT DISSENT.

NEW BUSINESS

A. CONSIDERATION OF APPROVAL OF AMENDMENT 2 TO THE JUNE 13, 2013 AGREEMENT WITH NEW DIRECTIONS FOR THE *SPARTINA DENSIFLORA* ERADICATION PROJECT.

COMMISSIONER HIGGINS MOVED FOR THE APPROVAL OF AMENDMENT 2 TO THE JUNE 13, 2013 AGREEMENT WITH NEW DIRECTIONS FOR THE *SPARTINA DENSIFLORA* ERADICATION PROJECT. COMMISSIONER MARKS SECONDED.

Dan Berman, Director of Conservation reported on the Spartina eradication project. Mr. Berman stated there is a need to increase the amount of funds available to cover additional allowable expenses in the amount of \$10,000 with New Directions. The California Coastal Conservancy is funding the grant for *Spartina densiflora* eradication.

Sid Berg wants to know if there are prevailing wages in these contracts; and if so, if they are factored in.

Dan Berman responded that it is not a prevailing wage contract. In the past the work has been done by CalFire and prison crews. Also, New Directions used to be nonprofit, but is no longer. Mr. Berg states it should be prevailing wage if New Directions are nonprofit.

MOTION CARRIED WITHOUT DISSENT.

B. DISCUSSION OF POTENTIAL DREDGE PURCHASE.

Captain Petrusha reported staff has been researching the possible purchase of a dredge from Nehalem River Dredging Company. Harbor District staff is also considering this project in partnership with the City of Eureka. Mr. Petrusha stated the cost of the purchase of the dredge would include training by the owner, Vern Scovell, a fifty year veteran of dredging, as well as many replacement parts and supplies. Mr. Petrusha states the dredge is more than adequate for use in the Humboldt Bay and was actually used in a previous Woodley Island Marina dredging project.

The Board asked CEO what the next step would be. CEO stated the next step in the process is to write a non-binding letter of intent and craft the purchase sale agreement, partnering with the City of Eureka.

COMMISSIONER HIGGINS MOVED THE APPROVAL OF SENDING A NON-BINDING LETTER OF INTENT TO VERN SCOVELL TO PURCHASE THE DREDGE NEHALEM. COMMISSIONER MARKS SECONDED.

President Wilson expressed his concern about future permitting requirements, questioning if suction dredging is the best technology. He did agree that it would be best to move forward with this non-binding letter of intent.

Craig Spjut said he is excited about the purchase of a dredge and stated he would love a new sand bar built for surfing with the sediments.

Kent Sawatzky applauds the project, looks at it as a tool for the District to increase revenue in the future and thinks there could be a need to hire a new crew. He asked if unions will be involved; could be beneficial to train local engineers to operate the dredge creating local jobs.

Ken Bates said he was concerned about potential hang-ups if partnering with the City and suggested clearing up "issues" before proceeding with the mutual purchasing. Mr. Bates discussed agitation dredging that is done on the Mississippi and Columbia Rivers suggested the Harbor District take a strong look at what they are planning to do with the dredge sediments that are removed.

Karen Brooks suggested proactively speaking to other harbors and exploring their dredging needs as a possible way to obtain additional business. Ms. Brooks does not believe it is a good time to be purchasing anything.

Sebastian Elrite said he has researched other dredges that are for sale; Mr. Elrite feels the Nehalem dredge the Harbor District is considering purchasing is quite expensive for used equipment.

CEO stated the Harbor District is not just buying the dredging equipment, the District will also get the expertise of Mr. Scovell, who is passionate about the District's dredge success. CEO said this is the perfect situation to be in. The Harbor District can dredge 3-4 times per year, then haul the dredge and all its pipes out to be stored at the Fields Landing Boat Yard when not in use.

Sid Berg asked for clarification on the staffing of the dredge. Mr. Berg wanted to know if the Harbor District will be using existing staff, or hiring new people. CEO stated that the Harbor District will probably hire some new staff from ILWU affiliates.

Captain Petrusha mentioned that at the recent Pacific Coast Congress meeting, it was reported the latest industry trend is for harbors to purchase their own dredge.

Rex Olander asked for clarification of the letter of intent. Mr. Olander feels the Harbor District is jumping ahead too fast. CEO explained the letter is not binding on the District and is required by Mr. Scovell's bank since there is a lien against the vessel.

CEO stated if the letter of intent is approved, financing, a Purchase Sale Agreement and an agreement with the City of Eureka are the next steps.

MOTION CARRIED WITHOUT DISSENT.

C. CONSIDERATION OF EXERCISING LETTER OF CREDIT WITH PACIFIC CHOICE SEAFOODS.

Commissioner Dale recused himself since his employer, Coast Seafoods, is an affiliate of Pacific Choice Seafoods.

CEO stated that Pacific Choice Seafoods offered the District a \$1,250,000 letter of credit. CEO explained the Harbor District has met the two conditions required to receive said letter of credit, the funds to be used only for the removing of liquors from the Redwood Terminal 2 Site. First, the Harbor District needed to demonstrate their financial ability to transport the liquors to northern pulp mills. Second the Harbor District was asked to extend Coast Seafoods tideland lease for an additional 10 years, as a fall back plan for payment. Currently Coast Seafoods' lease expires in 2015. Annual payments are ~22,000/yr, with a CPI adjustment.

CEO stated the main mechanisms for repayment are the sale of assets, grant funds, and the credit against the Coast Seafood Lease (which would cover half of the annual interest payments.) CEO said the letter of credit needs to be reviewed by District Counsel and asked the Board to move ahead finalizing the line of credit agreement.

COMMISSIONER HIGGINS MOVED FOR THE APPROVAL OF EXERCISING LETTER OF CREDIT WITH PACIFIC CHOICE SEAFOODS PENDING DISTRICT COUNSEL'S REVIEW. COMMISSIONER NEWMAN SECONDED.

Kent Sawatzky highly recommended seeking District Counsel review of the letter of credit so as to avoid potential legal ramifications.

Ken Bates asked for clarification of the letter of credit.

President Wilson explained the letter of credit is a bridge loan that is tied with the sale of the recovery boiler and other assets at the Redwood Terminal 2.

CEO stated the EPA will be handling the issue of the black liquor. There is an industry-wide obligation to take care of the liquors to make sure they are taken care of properly. An economic analysis has been done to determine the money that will have to be put into this to get usable caustic material.

Sid Berg said he is supportive of the letter of credit and suggested getting some kind of ruling/approval from the State. He also asked for more public information from the District.

Commissioner Higgins stated this is a complicated issue and the public will be able to learn more about it at the Economic Development Committee meetings.

Susan Penn asked for clarification of what the sales of assets were covering.

President Wilson stated the letter of credit is a bridge loan to get the project going; what the District will owe is what can be pulled out of the sale of the assets. The Harbor District anticipates the liquidation of some assets.

Monte Provolt said lending money exposes Pacific Coast Seafoods.

Minutes (Subject to Approval)
Regular Meeting of Board of Commissioners
October 10, 2013
Page | 8

Commissioner Higgins responded that once the Redwood Terminal 2 is cleaned up, it will be worth much more money.

CEO said the Harbor District is aware of Mr. Provolt's concern and Pacific Choice Seafoods has been named an additional insured on a \$100 million insurance policy.

MOTION CARRIED WITHOUT DISSENT.

ADMINISTRATIVE AND EMERGENCY PERMITS: None

The Regular Meeting of the Board of Commissioners was adjourned at 9:15 p.m.

APPROVED BY:

RECORDED BY:

Patrick Higgins
Secretary

Athina Tamagni
Clerk

8e

Samoa Industrial Waterfront Preliminary Transportation Access Plan

Samoa Peninsula
Humboldt County, California

December 5, 2013

Prepared For:
Humboldt Bay Harbor, Recreation & Conservation District

Prepared By:
LACO Associates, Inc.
21 W. 4th Street
Eureka, California 95501
707 443-5054

Project No. 7591.00

LACO

advancing the
quality of life for
generations to come

Design
Planning
Engineering
Geology and Geotechnical
Environmental Science
Materials Testing
Survey
Drilling

800 515-5054
www.lacoassociates.com
Eureka | Ukiah | Santa Rosa



*Complete document can be found on District website:
www.humboldtbay.org*

11a

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT


BID SUBMITTALS

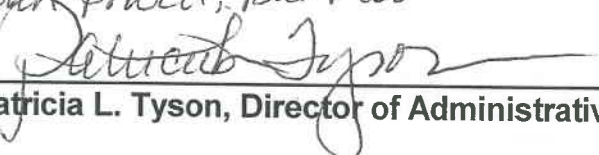
BID OPENING FOR TEMPORARY ELECTRICAL POWER INSTALLATION
AT REDWOOD TERMINAL 2

December 4, 2013
4:00 P.M.

BIDDER NAME	BID AMOUNT
<u>Redwood Electrical Services</u>	<u>\$28,500.-</u>
<u>An Electrician Inc</u>	<u>\$24,800.-</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

I ATTEST THE ABOVE IS TRUE AND CORRECT TO MY KNOWLEDGE.


 Alan Bobillot, Director of Facilities Maintenance

John Powell, Bar Pilot

 Patricia L. Tyson, Director of Administrative Services

Redwood Terminal 2 Temporary Power Installation Agreement

THIS AGREEMENT, MADE THIS 3rd DAY OF December 2013, by and between the Humboldt Bay Harbor, Recreation and Conservation District, hereinafter called the "DISTRICT" and An Electrician, Inc doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned:

1. CONTRACTOR will commence and complete the installation of temporary electrical power at the Redwood Terminal 2 as described in Exhibits A and B, which is incorporated by reference as part of this Agreement.
2. CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the temporary electrical power installation described in Exhibit A.
3. CONTRACTOR will commence the temporary electrical power installation within seven (7) calendar days after the date of award and will complete the same on or before 5:00 PM, January 3, 2014 unless the period for completion is extended otherwise by agreement of the DISTRICT.
4. CONTRACTOR agrees to perform all of the work described in the Bid Specifications, (Exhibit A) and comply with terms therein for the sum of \$ 24,800.00.
5. Payment will be made within 30 days of installation and acceptance by the DISTRICT.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
7. CONTRACTOR shall at its own cost and expense, procure and maintain a policy of Workers' Compensation or Employer's liability insurance for the protection of its' employees engaged in the work required by this agreement.
8. CONTRACTOR shall be responsible for all injuries or deaths to persons and all damage to property of DISTRICT or others caused by or resulting from the negligence of CONTRACTOR, its employees, agents, or subcontractors during the progress of or connected with rendition of services herein rendered, and shall defend and hold harmless and indemnify DISTRICT and all it's officers and employees of DISTRICT from all costs and payments for damages for injuries or deaths arising out of the negligence of performance of work of CONTRACTOR or its subcontractors under this Agreement.

9. CONTRACTOR shall correct any defective work subsequently discovered on all incomplete, inaccurate, or defective work rendered by CONTRACTOR and shall be remedied by CONTRACTOR on demand without cost to DISTRICT for a period of one (1) year commencing on the date of acceptance by DISTRICT.
10. CONTRACTOR is required to comply with the State of California prevailing wage rates in effect at the time of Advertisement for Bids. Contractor will be required to comply with any changes in these wage rates as they are updated by the State of California at no additional cost to DISTRICT.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in quadruplicate, each of which shall be deemed and original on the date first above written.

Humboldt Bay Harbor, Recreation &
Conservation District _____

Owner

ATTEST:
(Seal)

By _____
MIKE WILSON, President
Board of Commissioners

PATRICK HIGGINS, Secretary
Board of Commissioners

An Electrician, Inc
Contractor (Seal)

By Matt Calderwood
MATT CALDERWOOD

P.O. Box 4885, Eureka CA 95502
Address

EXHIBIT C
BID SHEET
REDWOOD TERMINAL 2
TEMPORARY ELECTRICAL POWER INSTALLATION

Bid Item

Bid Amount


Temporary Electrical Power Installation

\$ 24,800.00

TOTAL BID

\$24,800.00

REFERENCES: Please include names, addresses, and phone numbers of at least three comparable jobs. Please use additional sheet.

I, , representing An Electrician, Inc
Name Firm
MATT CALDERWOOD

do hereby certify the above bid as true and correct.

RECEIVED
DEC 04 2013
H.B.H.R. & C.D.



AN ELECTRICIAN INC

Eureka Office (707)834-2796 • McKinleyville Office (707)834-6596 • Fax (707)826-0189
P.O. Box 4885 • Eureka, CA 95502 • mail@anelectrician.net • Lic. # 840047

An Electrician, Inc. - Comparable Jobs List - Dec 3, 2013

<u>Company/Address</u>	<u>City</u>	<u>Name</u>	<u>Phone No.</u>
Calif. Redwood Co. P.O. Box 1089 Arcata, CA 95518	Korbel	Jason Goodale	707-499-0681
Mendocino Forest Products P.O. Box 390 Calpella, CA 95418	Ukiah	Nathan Fairall	707-272-5342
Humboldt Redwood Company P.O. Box 37 Scotia, CA 95565	Scotia	Lauren Beuving	707-468-1703

An Electrician, Inc. has installed power distribution, worked with electrical engineers for proper installation to their design, and performed inspections for all of the above companies.

AN ELECTRICIAN INC

Eureka Office (707)834-2796 • McKinleyville Office (707)834-6596 • Fax (707)826-0189
P.O. Box 4885 • Eureka, CA 95502 • mail@anelectrician.net • Lic. # 840047

Proposal Contract

Submitted to:	Humboldt Bay Harbor, Rec, Cons. District	Job Name:	Electrical Power Pedestal Installation		
Address:	P.O. Box 1030 Eureka, CA 95502	Job Location:	Woodley Island Marina, 601 Startare Dr. Eka.		
		Date:	Dec. 3, 2013	Proposal #:	13519
Phone #:	443-0801	Attention:	Jack Crider, CEO		

Scope of work:

Provide labor and materials to install temporary electrical power at the Redwood Terminal 2 as described in Exhibits A and B per plans in bid documents.
This job is a prevailing wage job.

Flat Bid Price \$ 24,800.00

Please contact John Heryford 707-834-2581 with any questions about this bid.

No timeline has been set for this project. Cost is based on an 8 hour day and 40 hour work week per man. All permits, fees, and inspections are the responsibility of the customer.

All Change Orders and/or Additional Work Authorizations shall be in writing and signed by the customer.

Thank you for the opportunity to bid this project.

We hereby propose to furnish material and labor complete in accordance with the above specifications for the sum of: \$ 24,800.00 US dollars.

With payment to be as followed: payment due within 30 days per agreement.

Any alterations or deviation from the above specifications involving the extra cost will be excluded only upon written order and will become extra charges over and above estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully Submitted: _____ An Electrician, Inc. Date : Dec. 3, 2013

Note-this proposal may be withdrawn, if not accepted within 10 days.

Acceptance of Proposal

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature: _____ Date of Acceptance: _____



CERTIFICATE OF LIABILITY INSURANCE

ANELECT-02 CHUSTON

DATE (MM/DD/YYYY)

10/10/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER George Petersen Insurance Agency, Inc. P.O. Box 3539 Santa Rosa, CA 95402	CONTACT NAME: Rebecca Wilkinson	
	PHONE (A/C, No, Ext): (707) 725-3313	FAX (A/C, No): (707) 725-3317
E-MAIL ADDRESS: rwilkinson@gpins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers		36161
INSURER B: Hartford Fire Insurance Company		19682
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 An Electrician, Inc
 Cindy
 PO Box 4885
 Eureka, CA 95502

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		6807779C924	10/3/2013	10/3/2014	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/POP AGG	\$ 2,000,000
							\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA7779C948	10/3/2013	10/3/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	CUP9348Y316	10/3/2013	10/3/2014	EACH OCCURRENCE	\$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTIONS 250						AGGREGATE
							\$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	57WECEX5891	5/17/2013	5/17/2014	WC STATUTORY LIMITS	OTHER
		N/A				E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder Additional Insured with respects to General Liability per attached form 2470805

CERTIFICATE HOLDER

Humboldt Bay Harbor, Recreation & Conservation District
 Woodley Island Marina
 P.O. box 1030
 Eureka, CA 95502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

Humboldt Bay Harbor, Recreation & Conservation District
Woodley Island Marina

PROJECT/LOCATION OF COVERED OPERATIONS:

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by a "written contract requiring insurance" for that additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage

COMMERCIAL GENERAL LIABILITY

- or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a "written contract requiring insurance" for that additional insured specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
 4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.
 5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

 - a. After the signing and execution of the contract or agreement by you;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.

**Cooperative Agreement
Between the Wiyot Tribe and the Humboldt Bay Harbor,
Recreation and Conservation District for the Humboldt
Bay Marine Debris Removal Project.**

THIS COOPERATIVE AGREEMENT, MADE THIS 12th DAY OF 2013, by and between the Humboldt Bay Harbor, Recreation and Conservation District, P.O. Box 1030 Eureka, CA 95502-1030 hereinafter called the "**District**" and the Wiyot Tribe, located at 1000 Wiyot Drive, Loleta, California 95551, hereinafter called "**Wiyot Tribe.**"

Whereas: The **Wiyot Tribe** has been awarded a federal grant to remove and dispose of marine debris in Humboldt Bay, and

Whereas; The **District** and the **Wiyot Tribe** have a shared interest in the health of Humboldt Bay and the success of this project, and

Whereas; The **District** has the personnel and expertise to assist in the implementation of the project, and

Wiyot Tribe, The **District** and the **Wiyot Tribe** collaborated on the grant proposal and developed a budget that includes some reimbursement to the **District** for their efforts on the project, which is hereby incorporated into this Agreement as Exhibit A,

Therefore through this cooperative agreement the District and the Tribe hereby agree that:

1. **District** will assist in the removal and disposal of 21 abandoned and derelict floating docks utilizing **District** equipment and personnel appropriate for the project. **District** will track expenses on the project using the rates and costs provided in the attached budget (Exhibit A) and will provide assistance up to a total value of \$25,510 (match plus reimbursable) 's towards the project. This amount can only be supplemented through mutual signed agreement of **District** and **Wiyot Tribe**.
2. **Wiyot Tribe** agrees to reimburse **District** for their efforts consistent with the attached budget (Exhibit A) in total amounts up to but not exceeding \$15,310 (reimbursable amount)

3. **District** will provide regular invoices to the **Wiyot Tribe** showing total work performed during the invoice period, the amount billed as reimbursable, and the amount contributed by the **District** as match funding.
4. The terms of this contract may only be amended in writing by mutual agreement of both parties. Either party may terminate the agreement upon giving thirty (30) days written notice to the other party.
5. **The Wiyot Tribe** will make payment within sixty (60) days of acceptance of **District's** monthly invoices.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
7. **District** shall be responsible for all injuries or deaths to persons and all damage to property caused by or resulting from the negligence of **District** its employees, agents, or subcontractors during the progress of or connected with rendition of services herein rendered.
8. **Wiyot Tribe** shall be responsible for all injuries or deaths to persons and all damage to property caused by or resulting from the negligence of **Wiyot Tribe**, its employees, agents, or subcontractors during the progress of or connected with rendition of services herein rendered.
9. **Wiyot Tribe** and **District** shall defend and hold harmless and indemnify each other and all their officers and employees from all costs and payments for damages for injures or deaths arising out of their respective negligence.
10. **District** shall perform work in a professional manner and shall be responsible and accountable for the accuracy, completeness, clarity, and adequacy of the work.
11. No project work can be performed until the **Wiyot Tribe** and the District have received an executed copy of this Agreement.
12. Each party to this agreement shall comply with all applicable state laws, rules, regulations and local ordinances specifically including but not limited to environmental, procurement and safety laws, rules, regulations and ordinances.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.


**Humboldt Bay Harbor, Recreation &
Conservation District**

MIKE WILSON, President

ATTEST:

PATRICK HIGGINS, Secretary

Wiyot Tribe



TED HERNANDEZ, Tribal Chair

Witness

EXHIBIT B		Budget for NOAA Marine Debris Grant Float Removal						
Basic budget for float removal 21 FLOATS								
Average Cost per float	three people	4	165	660				Total (sub * 21)
	hrs		rate/hr	subtotal				
refloat or break up	(3 people for 3 hrs)	9	50	450	1800	7650	9450	Coast Seafoods match
transport by vessel								
boat		4	100					
pilot		4	50					
total		4	150	600	9100	3500	12600	Harbor District match
remove from water								
travellift, hoist, or truck and trailer	per unit		165	165	3465		3465	
forklift	per unit		45	45	945		945	
Disposal	per unit		200	200		4200	4200	Harbor District will cover disposal
						2500	2500	District match
SUBTOTALS		21	760	1460	15310	17850	33160	
Harbor District total					15310	10200	25510	(Total District Expenses)
								(Reimbursable) (Match)

**HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT**

11c

**SAMOA SHOPS
2013
LEASE EXTENSION AGREEMENT**

This Agreement made this ____ day of ____ 2013 by and between the Humboldt Bay Harbor, Recreation and Conservation District, a California governmental entity, P.O. Box 1030 Eureka, CA 95502-1030 hereinafter called the "**LESSOR**" and Timber Heritage Association (address) doing business as a 501 (c)(3) non-profit organization, hereinafter called "**LESSEE**."

THE PARTIES AGREE AS FOLLOWS:

The Parties entered into a lease dated December 28, 2006 which has been previously amended for the years 2008, 2009 and 2012. Those lease agreements and Amendments remain in full force and effect, except as specifically modified by this Amendment. The lease is extended to December 31, 2014.

If Lessee is in breach of any term of the Lease and fails to cure said breach within 30 days after written notice by Lessor, Lessor may, in its sole discretion and option, terminate the Lease and Lessee shall have 30 days to vacate the premises. The Lessor's election not to terminate upon a breach shall not constitute a waiver of its right to terminate at a later date or for other Lease violations.

1. Lessee's permitted use of the premises is amended to include the storage of equipment associated with timber products processing and port activities, to the extent it is an historical use and consistent with the Coastal Dependent industrial land use designation and zoning of the property. Tours conducted on an infrequent and limited basis (not to exceed four times per month nor more than 50 or fewer participants) may be considered accessory to the principal use and akin to a community "open house" or educational visit by school children, provided that this access and use does not detract from, and remains subordinate and incidental to the primary use such that public access is in accord with the current and historic use of the site. Equipment may not be operated or "powered up" in conjunction with such public visits, although such operation at time other than during public visits may be permitted as reasonably necessary as part of equipment renovation or maintenance. No permanent displays may be constructed or erected on the site. Lessee shall not publicize or refer to the leased premises as a museum or otherwise represent or infer that the premises is generally open to the public or that it stores equipment generally available for public viewing on the premises. There shall be no welding or use of other open flame inside buildings located on the premises. Lessee shall otherwise comply with all other applicable statutes, ordinances, regulations and legal requirements.
2. Lessee acknowledges that Lessor has no obligation or responsibility to provide any form of security for the lease premises beyond the maintenance of the property's existing perimeter fence. Lessee assumes all risk of loss or damage to its property

stored on the premises from any cause, and Lessor shall not be liable for any loss or damage to Lessee's property.

3. Lessee may install a security system to premises, and Lessor will cooperate by providing such consents, approvals, etc. as may be necessary to install such system. All costs incurred in the securing or extending of such services, and for any services actually provided, shall be borne by Lessee.
4. In addition to the insurance required in the initial Agreement dated December 28, 2006, Lessee shall provide for fire insurance for the premises in an amount no less than \$250,000, said insurance to be in addition to the other rental amounts due under this Agreement.
5. Lessee will be given the opportunity to negotiate for an Exclusive Right to Negotiate with the Lessor for possible purchase or the long-term use of the premises. Said Exclusive Right to Negotiate will be set forth in a separate written agreement.
6. Lessee's rental obligation for the premises described in Exhibit A remain at the previously negotiated figure of \$39,600 per year for the year 2014, on the same terms of performance as set forth in the Lease documents, Exhibit B Scope of Work. Lessee shall submit a proposal of work to be performed for rental credit in writing to Lessor at least three business days before commencing the work. Lessor, in its sole discretion, may determine the work does not qualify for rental payment credit.

EXECUTED on _____ 2013 by authority of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT.

LESSOR

MIKE WILSON, President
Board of Commissioners
HUMBOLDT BAY HARBOR, RECREATION,
AND CONSERVATION DISTRICT

LESSEE

, President
TIMBER HERITAGE ASSOCIATION

2011

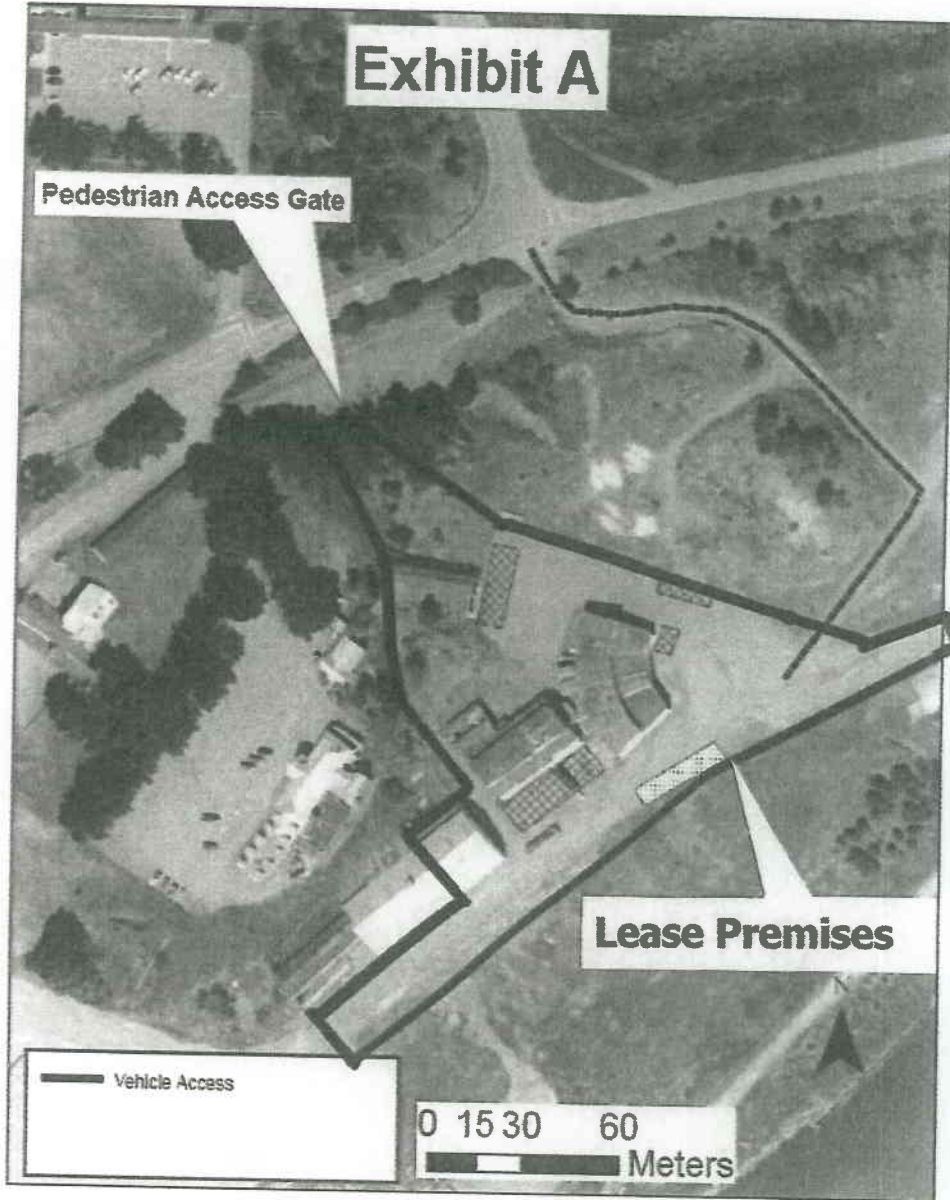


EXHIBIT B

Scope of Work

December 4, 2013

7591.00

Humboldt Bay Harbor, Recreation & Conservation District
601 Startare Drive
Eureka, California 95501

Attention: Jack Crider, CEO

Subject: Samoa Industrial Waterfront Preliminary Transportation Access Plan
Request for No-Cost Contract Extension

Dear Jack:

LACO Associates (LACO) has nearly completed our scope of services for the Samoa Industrial Waterfront Preliminary Transportation Access Plan (Plan), as identified in *Agreement for Professional Services* signed June 15, 2012, and the amendment signed March 14, 2013. LACO's project team has identified remaining budget in the contract to conduct additional community outreach activities and prepare additional preliminary designs, as we have discussed with you and Humboldt Bay Harbor, Recreation & Conservation District (HBHRCD) Commissioner Mike Wilson. These additional preliminary designs will be presented to HBHRCD, separate from the Plan, in the form of a brief technical memorandum. The scope of this work will be identified in more detail in a separate letter.

The current contract between LACO and HBHRCD is set to expire on December 31, 2013. To accommodate the additional community outreach and preparation of additional preliminary designs, LACO respectfully requests a three-month, no-cost extension of the contract, to March 31, 2014.

Please feel free to contact me with any questions.

Sincerely,
LACO Associates



T. Scott Kelly, PE
Project Manager

Cc: George Williamson, Planwest Partners

I approve this no-cost contract extension to March 31, 2013.

Jack Crider, CEO, HBHRCD

P:\7500\7591 HBHRCD\7591.00 Samoa Waterfront\01 Proposal Documents\7591.00 No Cost Contract Extension 20131204.docx