REQUEST FOR QUALIFICATIONS: REDWOOD MARINE MULTIPURPOSE TERMINAL REPLACEMENT PROJECT – DESIGN AND PERMITTING



The Humboldt Bay Harbor, Recreation & Conservation District (District) is requesting Statements of Qualifications from qualified firms to prepare environmental analyses, preliminary engineering designs, and resource agency permits for a marine multipurpose terminal, wharf, berth, and navigational channel project. Once all required environmental permits and preliminary designs have been approved by the respective resource agencies, the District anticipates that the contract with the selected firm will be extended to include full engineering design and additional tasks.

1. INFORMATION

Proposal Title	Redwood Marine Multipurpose Terminal Replacement Project – Design and Permitting		
Proposal Type	Request for Qualifications		
Solicitation Issuance	November 18, 2021		
Statement of Qualifications Due	4:30pm on January 26, 2022		

2. INSTRUCTIONS FOR SUBMITTING PROPOSALS

	Humboldt Bay Harbor, Recreation, and Conservation District
Submittal Address	Mindy Hiley, Director of Administrative Services
	mhiley@humboldtbay.org
	SOQs must be submitted electronically (.pdf) to the email address
Submittal Bassinamanta	above. Submitted SOQs must include the RFQ title in the email subject
Submittal Requirements	line. The submitter is responsible to ensure that they receive email
	confirmation that their proposal is received.
Lata Culamittal	SOQs received after the time and date stated above shall not be
Late Submittal	considered.

3. HOW TO OBTAIN PROPOSAL DOCUMENTS

Copies of the solicitation and attachments may be obtained at:

Humboldt Bay Harbor, Recreation, and Conservation District 601 Startare Drive Eureka, CA 95521

Or

www.humboldtbay.org

4. INTERESTED PARTIES LIST

Entities considering submitting their qualifications for the project are advised to notify the Harbor District of their interest. The Harbor District will register each interested party to a "Registered Interested Parties List." The District will provide email notifications of solicitation addendums and details regarding options site tours to entities on this list.

5. QUESTIONS ABOUT THE SOLICITATION

Questions must be submitted in writing by email as follows:

Contact	Chris Mikkelsen, cmikkelsen@humboldtbay.org, 707-443-0801
Questions Due Date	1/10/22 Please submit questions as soon as possible as the Harbor District intends on releasing responses to questions up to once weekly through 1/14/22. No questions regarding this solicitation will be responded to if received after the above date.
Harbor District	1/14/22
Responses to Questions	All pertinent questions will be responded to via addendum(s). The addendum(s), including questions and responses, will be made available on the Harbor District's website (www.humboldtbay.org). The District will respond to questions as soon as possible after they are received, up to once weekly through 1/14/22.

Once the solicitation is issued, and until a recommendation for selection is made to the Harbor District Board, each Proposer and its representatives, agents, and affiliates, shall not contact members of the evaluation committee, Harbor District staff, Harbor District consultants, or the Harbor District Board to discuss or ask questions about the contents of this solicitation or the selection process. All questions shall be submitted in writing as described above. Inappropriate contacts may result in the Proposer's disqualification.

6. FULL OPPORTUNITY

The Harbor District's policy prohibits discrimination or preferential treatment because of race, color, religion, sex, national origin, ancestry, age, physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation. The successful Respondent shall comply with the Harbor District's non-discrimination policy. The Harbor District reserves the right to reject any or all Statements of Qualifications, to waive any irregularities or informalities not affected by law, to evaluate the Statements of Qualifications submitted and to select the respondent according to the Statement of Qualifications which best serves the interests of the Harbor District.

7. DEFINITION OF TERMS AND PROJECT OVERVIEW

7a. Definition of Terms:

District – The Humboldt Bay Harbor, Recreation and Conservation District (HBHRCD).

<u>Project Area</u> – The approximately 168-acre industrial area known as Redwood Marine Terminal I (RMT I) that is located adjacent to the east and southeast of the Town of Samoa in Humboldt County, California. Includes Assessor's Parcel Numbers (APNs) 401-031-040, -041, -078, -083, -054, -061, -071, 401-112-013, -029, -024, -011, -012. Includes the tidal waters and submerged lands of Humboldt Bay adjacent to the above listed parcels. May also include portions of the Federal Navigation Channel and other areas within the Bay that may need to be dredged and/or altered to realize the overall Development Project (see below). May also include portions of the Samoa and Entrance navigation channels that may need to be dredged and/or altered to realize the overall Development Project (see below).

<u>Development Project</u> – The construction of multipurpose, heavy lift port facilities that are designed and permitted to attract and service a major offshore wind energy industry tenant(s). The Project Area will be designed as a multi-purpose to also accommodate a variety of vessels and traditional port-based commerce and allow for a variety of other potential tenants and/or sub-tenants.

<u>Permitting and Design Project</u> – The services called for in this RFQ that will be required to design and permit all the activities described above under "Development Project."

<u>Consultant</u> – A qualified professional engineering, design, environmental science, planning, and/or permitting firm selected by the District to complete the Permitting and Design Project. While the Consultant may consist of a group of consultants proposing as a unified team, the District expects that such a team will be lead by one firm that is acting as Prime Consultant and that will serve as the District's primary point of contact for the consulting team/group.

7b. Development Project Overview

In coordination with local, state, and federal partners, the <u>District</u> proposes to hire a <u>Consultant</u> to complete the <u>Permitting</u> and <u>Design Project</u> within the <u>Project Area</u> in order to stimulate the ultimate completion of the <u>Development Project</u>. See sub-section above for definition of terms.

With completion of the Development Project, the Project Area is envisioned to be used for offshore wind component manufacturing, fabrication, marshalling, laydown, dockside vertical integration, other associated and ancillary uses, as well as several in-water activities, including assembly, wet-storage, staging, ballasting, loading, unloading, towing, and transport. If necessary, the Project Area may also be utilized for forest product manufacturing, decking, and laydown, as well as for upland aquaculture and related/ancillary uses and structures, and broadband data facilities and data centers associated with the adjacent existing trans-pacific fiber optic line. Other Coastal Dependent Industrial and Coastal Related ancillary uses may be considered. Other non-Coastal Dependent/Related uses may also be evaluated.

As shown on Figure 1, HBHRCD Conceptual Master Plan, below, the Development Project would reconfigure the entire Project Area to include the following:

- New secure site entrances along the south, west, and northern portions of the Project Area;
- Perimeter security fencing from water's edge on the southern extent to water's edge on the northern extent;
- Improved access roads and internal circulation;

- Demolition, removal, and off-site storage of an existing approximately six (6) acre wood piling dock and adjacent wood pilings (the removal of which should be strategically designed and implemented as mitigation measures and/or environmental impact minimization measures);
- Development of a new approximately 2,100 linear foot heavy lift marine terminal, wharf, and associated berth;
- Cut and fill of upland areas to adapt the Project Area to sea level rise (SLR projection level to be determined);
- Substation fabrication area, to include fabrication and assembly buildings, gantry cranes, and a new assembly dock with crane;
- Yard storage/staging area, to include areas for turbine storage and a new on-off loading wharf/berth;
- Manufacturing area, to include approximately 600,000 sq ft of manufacturing/warehousing buildings, areas for blade, tower module, and anchor storage, and a new on-off loading wharf/berth;
- Construction of a new approximately 20,000 sq ft office building and potentially other ancillary buildings associated with operations;
- Dredging approximately 270,000 cubic yards of material between the existing federal navigation channel and the reconstructed terminal;
- Installation of mooring dolphins;
- Modifications and/or dredging of the federal navigation channel to accommodate in-water wet weather anchoring, ballast installation, and other activities;
- Associated site improvements, including water, wastewater, electrical, communications, and other utility upgrades and extensions along with stormwater detention galleries and staff parking lots;
- On-site mitigation of project-related impacts to wetlands, ESHA, and eel grass;
- Renewable energy designs to maximize the use of carbon free sources, energy island, and energy efficiency measures; and
- Other site features and facilities necessary to support the Development Project as conceptually envisioned in Figure 1 and Figure 2.

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Figure 1. HBHRCD Conceptual Master Plan

Given its scale, the Development Project may need to be constructed in one or more phases as outlined in Figure 2, below. The District expects that phasing will be designed to accommodate an aggressive completion schedule to support the urgent demand to reduce carbon emissions due to climate change. The District is also seeking an aggressive completion schedule due to the complexity of the federal offshore leasing process, the rapid evolution of the Pacific offshore wind industry, and the competition of other west coast ports seeking to attract the same industry tenants. The District's efforts are all also driven by President Biden's national goals to reduce carbon emissions and increase renewable carbon free offshore wind energy production and California's state climate change and renewable energy goals as authorized by SB 1 and AB 525. The Harbor District is actively pursuing grant funding for the Development Project. Therefore, completion of the Development Project will be predicated upon receipt of necessary permits and funding.

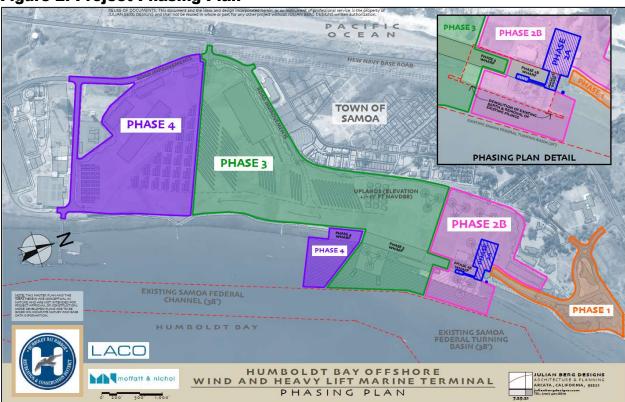


Figure 2. Project Phasing Plan

7c. Design and Permitting Project Overview

The purpose of this RFQ is to recruit and select a qualified Consultant (defined above) to complete all the necessary designs and permitting processes required to implement the Development Project as defined above. The Design and Permitting Project will occur in three Parts:

- Part 1: Permitting and Permit-level Preliminary Design
- Part 2: Final Design (including PS&E) to make Development Project "bid ready" and "shovel ready"
- Part 3: Construction Management and Other Post-design Tasks

The District will select the Consultant based on the consultants ability to complete the entire project. The contracting is anticipated to be broken into the three parts described above. The District expects that there will be a consistent primary project engineer/manager throughout the entire permitting to construct management parts of the project. The District will initially award the contract to complete Part 1, which will consist of all the steps necessary to secure final approval/adoption/certification of all required regulatory permits mandated by all relevant regulatory agencies, as well as the preliminary designs required to satisfy all regulatory agencies and their various permits. The ultimate level of design

required to secure all the permits may range between 5% and 30% design depending on the requirements of the various permitting agencies. While there are likely a substantial number of permits that will be required, the District anticipates that Part 1 will be dominated by CEQA and NEPA. The Harbor District will be the CEQA Lead Agency, while the NEPA Lead Agency has not yet been determined and will be partially predicated upon the project funding source. Both the products and processes of Part 1 will be utilized by the District to attract and recruit Offshore Wind Industry tenants and grant funding for the Project Area.

The District assumes that the level of design completed during Part 1 will be only to the level required to secure all necessary permits. The District expects that the selected Consultant will advise the District regarding the level of design that is required to satisfactorily complete Part 1. The District is open to exploring strategic reasons for why greater or lesser levels of site design should be completed during Part 1 rather than Part 2. The District's primary objective is securing an offshore wind industry anchor tenant within a rapid timeline and final build-out of the Development Project to meet the needs of the offshore wind developers and the greenhouse gas and renewable energy goals of the State and federal governments. Therefore, the Consultant should structure their approach to the Permitting and Design Project (both Parts 1 and 2) with the District's primary objective in mind.

If the selected consultant satisfactorily completes Part 1 (i.e. final approval/adoption/certification of all required regulatory permits), the District will work with the selected consultant to scope and contract for Part 2. It is possible by that time the District will have secured a private wind industry tenant that will be involved in scoping the final design of Part 2. It is also possible that the District will initiate Part 2 prior to the full completion of Part 1. For instance, if one permit is pending approval after all the others have been approved, the District may work with the Consultant to proceed to Part 2.

As the project will be refined through the CEQA/NEPA and permit process, it is difficult at this time to specifically identify the precise tasks in Part 2, but it will generally consist of finalizing the preliminary designs prepared during Part 1 so that the Development Project is ready to bid out for construction and/or ready to demonstrate to granting agencies that the Development Project is "shovel ready." Also note that it is also difficult at this time to determine if some tasks will occur during Part 1, during Part 2, or during both Parts. For instance, some level of geotechnical site analysis (such as soil borings) may be necessary during Part 1 to complete specific permits, while more detailed geotechnical site analysis may be necessary during Part 2 to complete final design. It is also possible that a significant cost savings could be realized if all geotechnical site analyses were completed all at once during Part 1. The same could potentially be true of topographic surveys. As another example, structural engineering design will certainly be necessary during Part 2, but the degree to which structural engineering will be required in Part 1 is not currently known. While Part 1 generally consists of only those steps required to secure necessary permits, the District will rely on the selected consultant to balance the arrangement of such tasks between Part 1 and Part 2. The District expects that such balancing focuses on:

- Achieving the District's primary objective of securing an offshore wind industry anchor tenant and final build-out of the Development Project within a rapid timeline.
- Strategic approaches to permitting processes to ensure that all required permits are approved/certified/adopted expediently.
- Overall cost efficiency, in both the Design and Permitting Project as well as in the Development Project.

It is also possible that the District could amend the contract of the selected Consultant to add tasks beyond Part 2, such as construction management. Tasks beyond Parts 1 and 2 will be explored once the Consultant is under contract. The District intends to work with Consultant all the way through construction management, but will do this in stages through contract amendments.

7d. Nearby Reference Projects

Respondents should note that there are currently multiple, significant development projects in various stages of completion along with a collection of recently completed projects on the Samoa Peninsula which may provide additional context, recent resources studies, and other information pertinent to this project. These projects include the proposed

660,000 square foot Nordic Aquafarms Land-based Aquaculture Project EIR, the Town of Samoa EIR, which included approximately 40 acres of the proposed project area, and the Humboldt Bay Mariculture Intertidal Pre-Permitting EIR, all of which occurred within the last three years. The areas considered by each of these EIRs are shown on Figure 3 on the following page. In addition, the Trans-Pacific Broadband Cable landing project (shown on Figure 1) includes CEQA approval from the State Lands Commission and an approved Coastal Development Permit which includes a commercial fisherman impact agreement.

Figure 3. Recent EIRs in Project Vicinity



8. PROJECT SETTING

Humboldt Bay is the largest estuary on the North Coast of California and the only port of commercial importance for major shipping between San Francisco and Coos Bay, Oregon. Humboldt Bay is 14 miles long and 4.5 miles wide at its broadest point, with a 48-foot-deep bar and entrance, and channels measuring a depth of 38 feet (Humboldt Bay Area Plan).

The Samoa Peninsula (also known as the North Spit) is an approximately 8.2-mile-long sand spit that runs roughly from northeast to southwest. The width of the peninsula averages approximately 0.6 miles, but varies from 0.47 miles to 0.85 miles. The peninsula separates the northern portion of Humboldt Bay, known as Arcata Bay (stretching from the northern margin of the Bay to the State Route [SR] 255 bridges linking the City of Eureka to the peninsula), and the central portion, known as Entrance Bay (which extends from the State Route 255 bridges to the town of King Salmon), from the Pacific Ocean. The peninsula hosts an assortment of coastal habitats, including beaches and dunes, coastal coniferous and deciduous forests, freshwater and brackish wetlands, and woody and herbaceous hollows. Portions of the Bay along the eastern edge of the peninsula contain mud flats, eelgrass beds, and salt marshes.

The Project Area is located adjacent to Redwood Marine Terminal II, the historic site of the Samoa Pulp Mill (constructed in 1965) and is situated in a developed industrial area of the Samoa Peninsula where timber processing, pulp mills, and other timber-related industrial operations historically occurred. Additional details regarding ongoing environmental site assessments funded by the US EPA are included later in this document. Louisiana Pacific historically occupied the Project Area as part of the Louisiana Pacific Kraft Pulp and Lumber Mill operations. Existing railroad tracks and cars, coastal rip rap, roadways, asphalt work areas, industrial stormwater management infrastructure, and degraded industrial foundations and buildings cover the majority of Project Area; however, portions of the study area are densely covered in shrub, bramble, or young tree growth, reflecting the time that has elapsed since the area was last used for industrial purposes.

RMT II, adjacent to the Project Area, provides primary access to a 1.5-mile-long ocean outfall pipe which is utilized for treated wastewater conveyance from the Samoa Wastewater Treatment Facility located north of RMT II on Vance Avenue, as well as industrial water discharge and aquaculture discharge which combined will discharge approximately 15 million gallons per day (MGD) of the available total of approximately 30 MGD. The outfall has approximately 15 MGD capacity to support additional discharges. Additionally, the RMT II site has direct access to an existing sea chest that that draws seawater directly from the Bay. The existing sea chest is in the permitting stage to draw approximately 12.5 MGD of seawater directly from the Bay, and the seawater intake has additional capacity to support other coastal related users. The existing ocean outfall pipe and sea chest represent significant infrastructure investments which already exist to support future coastal-dependent development (LACO, 2013).

The Project Area is located entirely within the California Coastal Zone, within the coastal permitting jurisdiction of the County of Humboldt, and is subject to the Humboldt Bay Area Plan (HBAP), a component of the Humboldt County Local Coastal Program (LCP). Portions of the Project Area are also within the primary permitting jurisdiction of the Coastal Commission. The Project Area has a Humboldt County coastal land use designation of Industrial, Coastal Dependent (MC), as shown on Figure 4, and a zoning designation of Industrial, Coastal Dependent (MC) with an Archaeological Resource Area Outside Shelter Cove combining zone overlay (A), as shown on Figure 5. The combining zone (A) designates the Project Area as an area potentially containing archaeological resources and provides for "reasonable mitigation measures where development would have an adverse impact upon archaeological and paleontological resources" (Humboldt County 2017).

Figure 4. Project Vicinity Land Use

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Note: The information illustrated in this map was derived from publicly-available GIS data, LACO Associates cannot guarantee the accuracy of the data. 0.125 0.25 0.5 Miles (P) Anchorage Area - (E) Ocean Outfall Area of Potential Effect General Plan Commercial General (CG) cean Chest Commercial Recreation (CR) Business Park (MB) Industrial, Coastal RMT II Dependent (MC) Industrial, General (MG) Natural Resources (NR) Public Facility (PF) Public Recreation (PR) Residential, Low Density Service Layer Credits: Source: Esti,
DigitalGlobe, GeoEye, Earthstar Geographics,
CNES/Airbus DS, USDA, USGS, AeroGRID,
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Figure 5. Project Vicinity Zoning

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Note: The information illustrated in this map was derived from publicly-available GIS data. LACO Associates cannot guarantee the accuracy of the data. 0.125 0.25 0.5 Miles (P) Anchorage Area (E) Ocean Outfall Area of Potential Effect Zoning, Combining Zone Not Described Commercial General (CG/D) Commercial Recreation (CR/A,D) Commercial Recreation ean Chest Business Park (MB/D) Industrial, Coastal Dependent (MC/A) RMT II Industrial General (MG) Natural Resources (NR/W) Natural Resources (NR/W,B) Public Facility (PF/D) Public Recreation (PR/D) Residential Multi-Family Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community (RM/D,P) Residential Single-Family (RS/D,P)

9. SCOPE OF WORK

The Harbor District will have final approval authority over all work products produced by the Consultant. Note that two local consulting firms serve as contract District Planner and contract District Engineer, both of whom will play active roles on the project and contribute to the overall team. Both the District Planner and District Engineer will serve in the capacity as District staff.

SCOPE OF WORK, PART 1: PERMITTING AND PERMIT-LEVEL PRELIMINARY DESIGN

9.1. TASK 1: OVERALL PROJECT MANAGEMENT

9.1.1. 1A: Project Management and Reoccurring PM Meetings

The selected Consultant will establish a Project Manager or Project Management team to serve as the primary point of contact in all communications with Harbor District staff, responsible agencies, cooperating agencies, regulatory agencies, and other stakeholders as designated by staff. The Consultant PM will consult, communicate, and meet with District staff as often as necessary to verify, refine, and complete the project requirements and review the progress of the project. Under the direction of and with the participation of District staff, Consultant will initiate consultation with responsible agencies and other local, state, and federal agencies. Consultant will develop and maintain a project schedule and provide status reports via conference calls or remote meetings on a regular reoccurring basis, no less than monthly. The District views this entire endeavor as a "design project with a suite of permits up front." Accordingly, the District assumes that the Consultant PM will be from the design team. However, the District expects the Consultant to choose the most suited and most qualified PM to lead the overall project and is therefore open to a PM that is not from the design team. The District expects that the PM will lead the project from Part 1 through Part 3 (permits through construction), with the option for Deputy PMs for various sub-tasks.

9.1.2. 1B: Initial Work Plan

Consultant will prepare for a Kickoff Meeting by producing an Initial Detailed Work Plan, which should include project scope, timeline, and assumptions. This should include a thorough review of existing relevant literature and studies, as well as interviews with District staff and relevant stakeholders. This may also include site tours. The Initial Work Plan will be submitted to the District as a technical memo or report.

9.1.3. 1C: Project Kickoff Meeting and Workshop

At least one week after submittal of the Initial Work Plan, Consultant will attend a Kickoff Meeting to present the Initial Work Plan. This is likely to consist of a half-day or full-day workshop. The District will provide feedback, answer questions, and ask questions. The District and Consultant will establish communication protocols. The District envisions this workshop to be highly creative, collaborative, and productive.

9.1.4. 1D: Refinement of Detailed Work Plan

Following the Kickoff Meeting, Consultant will submit a Revised Detailed Work Plan, which will be reviewed, edited, and approved by District staff. As needed throughout the life of the project, the District may require Consultant to revise and refine the Work Plan, which may be reflected in the form of contract amendments.

9.2. TASK 2: DEVELOPMENT PROJECT CONCEPT REFINEMENT

9.2.1. 2A: Refinements of Illustrative Site Concepts and Basic Site Layout Diagrams

Following the Kickoff Meeting, Consultant will produce illustrative site concepts and basic site layout diagrams. These should build upon, refine, and revise Figures 1 and 2 presented in this RFQ (see above). The District will provide native file formats for the existing concepts/diagrams. The refined concepts/diagrams may be used in subsequent tasks, such as in the Master Project Description. The refined concepts/diagrams will also be utilized by the District for several other purposes, including: marketing and recruitment of offshore wind industry tenants, initial communication with regulatory and cooperating agencies, preliminary identification of required permits and permit requirements, presentations to stakeholders, press releases to local media, public engagement, etc. The District expects that Consultant will advise the District regarding the number and types of concepts/diagrams needed, as well as the level of detail needed. For this task, the District will lead communications with potential offshore wind industry tenants, regulatory agencies, stakeholders, local media, and the general public.

9.2.2. 3B: Preliminary Visual Simulations

Following District approval of the refined site concepts and layout diagrams, Consultant will produce preliminary photo realistic visual simulations to be used for the same purposes outlined in the sub-task above. Consultant will advise the District regarding the number and types of simulations needed, as well as the level of detail needed.

9.2.3. 2B: Preliminary Project Description

Following District approval of the refined site concepts/diagrams and visual simulations, Consultant will produce a Preliminary Project Description (PD) to guide the early stages of regulatory permits, CEQA/NEPA documentation, and associated preliminary engineering.

9.3. TASK 3: MASTER PROJECT DESCRIPTION AND PRELIMINARY ENGINEERING

9.3.1. 3A: Master Project Description

A Master Project Description for the Development Project will be prepared by Consultant concurrently with the work conducted for the regulatory permits, CEQA, NEPA, and associated preliminary engineering. The District assumes that this sub-task will be iterative and that updates to the Master Project Description will be required as the CEQA, NEPA, and permitting processes unfold. This sub-task may require further refinements to the Illustrative Site Concepts and Basic Site Layout Diagrams.

9.3.2. 3B: Final Visual Simulations

Following District approval of the Master Project Description, Consultant will build upon the preliminary visual simulations and produce final photo realistic visual simulations to be used for permitting processes, including public engagement. Final visual simulations may also be utilized for other purposes, including: marketing and recruitment of offshore wind industry tenants, communication with regulatory and cooperating agencies, presentations to stakeholders, press releases to local media, etc. Consultant will advise the District regarding the number and types of simulations needed, as well as the level of detail needed.

9.3.3. 3C: Preliminary Engineering Design

Consistent with the Master Project Description, Consultant will prepare preliminary engineering designs to support a suite of regulatory permits, CEQA, and NEPA. The District assumes that this sub-task will be iterative and that updates to the Preliminary Engineering Design will be required as the CEQA, NEPA, and permitting processes unfold. Depending upon the requirements of various regulatory agencies, the level of design may be between 5% and 30% and the level of detail may vary for different parts of the Project

Area. The District will seek Consultant's recommendations regarding the level of design needed. The District assumes that this task will occur concurrently and iteratively with the special studies, site surveys, CEQA, NEPA, and permits.

9.4. TASK 4: SPECIAL STUDIES AND SITE SURVEYS

In support of the suite of permits that will be completed, Consultant will prepare all necessary site surveys, special studies, and technical studies, which may include:

- Traffic Study, which may include Level of Service (LOS) analysis to be developed in collaboration with appropriate agencies
- VMT (Vehicle Miles Travelled) Analysis
- Biological Surveys and Studies Terrestrial (flora and fauna)
- Biological Surveys and Studies Aquatic
- Biological Surveys and Studies Additional Species-specific Studies
- Wetland Surveys and Studies
- Geology and Geotechnical Suitability Surveys and Studies
- Greenhouse Gas (GHG) Analysis (CalEEMod)
- Hydrologic and Stormwater Analysis Surveys and Studies
- Tsunami Hazard Analysis
- Sea Level Rise Analyses
- Noise and Vibration Analysis (construction and operation)
- Cultural/Archaeological Studies
- Water Supply Analysis (WSA)
- Navigation Channel Hydrology
 - Localized widening of the Entrance Channel may be needed to facilitate higher throughput rates (e.g. Large Buildout Scenario) or larger devices (e.g. 300ft+ beam).
 - The North Bay and Samoa segments of the Inner Channel may need to be widened to facilitate larger devices (300ft+ beam); otherwise, the foundation beam may be limited to 200-270ft, depending on more detailed maneuverability analysis.
 - Dredging to provide sufficient depth for wet-storage areas may be needed, depending on device geometry, throughput targets, and marine terminal capacity.
 - Application of bridge simulation model of Humboldt Bay to refine navigation constraints for device towing in the Entrance Channel and Inner Channel.
- Completion of a Navigation Safety Risk Assessment and a study to assess changes to in aids to navigation (ATONs) in coordination with the USCG.
- Wave analysis within the bay to determine suitable locations for a wet anchoring of fully erect platforms in increment weather.
- Utility Infrastructure Assessment
- Other studies as determined to be required by local, State, and Federal Regulatory Agencies
- Topographic survey
- Hazardous Materials
 - The entire project site is included in the US Environmental Protection Agency (EPA) Brownfields Program
 and EPA contractors are in the process of completing a Phase I Environmental Site Assessment (ESA) for
 each property in the project area.
 - The EPA may also complete Phase II sampling and provide other technical assistance to the Harbor District in order to revitalize the property.
- Interim Measures Work Plan, if required, which may include the following:

- Monitoring and Reporting Program—Evaluates the groundwater monitoring network and determines the extent of the program following redevelopment.
- o Construction Storm Water Pollution Prevention Plan—Identifies best management practices, inspection requirements, and responsible parties.
- Sampling and Analysis Plan (SAP)—Describes the soil and debris characterization program to determine disposal and reuse options.
- Soil Gas Monitoring Program—Describes the soil gas monitoring program to comply with Title 27
 California Code of Regulations Section 20925 because of the adjacent Samoa Solid Waste Disposal Site.
- Health and Safety Plan—Describes the requirements for the health and safety program for the redevelopment project.
- o Demolition Plan—Describes the approach and processes to be implemented by the selected contractor.
- Hazardous Materials Management Plan (HMMP)—Describes the management of lead-based paint, asbestos-containing material, and universal wastes.

Note that the Nordic Aquafarms land-based finfish recirculating aquaculture (a project underway to the immediate south of the subject property) developed the following studies that may assist in determining what studies will be required and may also assist with understanding site characteristics:

- Terrestrial Biological Resources Report
- Bat Habitat Assessment
- Bat Roost Surveys
- Updated Natural Diversity Database Searches
- Marine Resources Biological Evaluation Report
- Special Status Plant Survey and Vegetation Community Mapping ESHA Wetland Baseline Evaluation
- Greenhouse Gas (GHG) analysis (CalEEMod)
- Hydrologic and Stormwater Analysis
- Tsunami Hazard Analysis
- Noise and Vibration analysis (construction and operation)
- Interim Measures Work Plan
- ESHA Memo and Analysis
- Others

The studies and surveys described in this section do not represent an exhaustive list and respondents should indicate in their Statement of Qualifications other special studies anticipated. Generally, this list will need to include all efforts required to satisfy all regulatory agencies that will have authority over approving the ultimate buildout of the Development Project.

9.5. TASK 5: CEQA and NEPA

The selected consultant will be expected to lead the CEQA and NEPA development processes, including the scope items listed below. This scope of work assumes the appropriate level of CEQA analysis will be an EIR and that the appropriate level of NEPA analysis will be an Environmental Assessment (EA), though Consultant will be expected to advise District on this matter. Should an Environmental Impact Statement (EIS) pursuant to NEPA be required for the project, additional actions and studies may be required, along with a Notice of Decision (NOD). The sub-tasks listed below may not represent an exhaustive list and respondents should indicate in their Statement of Qualifications other CEQA/NEPA sub-tasks anticipated/required. Generally, this task will need to include all efforts involved in securing all of the required NEPA and CEQA approvals needed for the ultimate buildout of the Development Project. The District welcomes revised sub-tasks and/or alternate sequences of sub-tasks if alterations would result in earlier or more successful realization of the District's primary objective (see above).

9.5.1. 5A: Joint Document Management

9.5.2. 5B: Preparation of Required Notices

Consultant will prepare the Notice of Preparation (NOP) pursuant to CEQA and Notice of Availability (NOA) pursuant to NEPA, if applicable.

9.5.3. 5C: Public Outreach, Meetings, and Hearings

Consultant will circulate the NOP and publish the NOA for the required CEQA/NEPA time periods. At least two (2) public scoping meetings will be coordinated during the public comment period. Additionally, Consultant will be expected to support community update meetings and/or project update presentations to the Harbor District Board of Commissioners.

9.5.4. 5D: Participate in Project Coordination Meetings

Consultant will organize Responsible Agency meetings as part of the NOP/NOA process to obtain early input and address initial agency concerns. Agencies to be contacted include but are not limited to:

- California Coastal Commission (CCC)
- California Department of Fish and Wildlife (CDFW)
- California Department of Transportation (CalTrans)
- Regional Water Quality Control Board (RWQCB)
- State Historic Preservation Office (SHPO)
- State Water Resources Control Board (SWRCB)
- US Army Corps of Engineers (ACOE)
- US Fish and Wildlife Service (USFWS)
- US Maritime Administration (MARAD)
- Humboldt Bay Harbor, Recreation, and Conservation District (HBHRCD) (a Responsible Agency under NEPA)
- Others

The State of California has committed to conducting interagency offshore wind environmental analyses in support of the proposed offshore lease area and has allocated funding to the Ocean Protection Council (OPC), CCC, and CDFW. The California Energy Commission (CEC) will also lead a community outreach, engagement, and technical analysis process intended to engage with all stakeholders frequently. The selected consultant will be expected to support the District in engaging with the interagency offshore wind environmental analysis process and stakeholder outreach efforts.

9.5.5. 5E: Prepare EIR/EA Decision Documents

Consultant will prepare a Notice of Determination under CEQA and a Finding of No Significant Impact (FONSI) or Notice of Decision under NEPA, as applicable.

9.5.6. 5F: Prepare Draft Chapters of the EIR/EA

Consultant will prepare Draft Chapters of the EIR/EA for review by Harbor District Staff. Harbor District Staff will review and provide comments. The chapters to be required may include but are not limited to:

- Aesthetics
- Air Quality
- Biological Resources (terrestrial and aquatic)
- Cultural Resources
- Energy
- Environmental Justice
- Geology and Soils

- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire
- Mandatory Findings of Significance

9.5.7. 5G: Prepare Administrative Draft EIR/EA

Consultant will prepare Administrative Draft EIR/EA for review by Harbor District Staff. Staff will review and provide final set of comments.

9.5.8. 5H: Prepare Electronic Screen-check Draft EIR/EA

Consultant will prepare Electronic Screen-check Draft for final Harbor District Approval

9.5.9. 51: Prepare and Circulate Public Review Draft EIR/EA

Consultant will circulate for public review the Draft EIR and EA for the appropriate timeframes and solicit public comment. At least one additional public meeting shall be held during the circulation period to solicit public comments on the documents.

9.5.10.5J: Prepare Administrative Draft Final EIR/EA

Following the close of the comment periods, Consultant will prepare an Administrative Draft Final EIR/EA in the form of response to comments/errata addendum to the Draft EIR/EA. Consultant will meet and confer with Harbor District staff to review and respond.

9.5.11.5L: Screen-check EIR/EA

Consultant will prepare Electronic Screen-check Draft for final Harbor District Approval.

9.5.12.5M: Prepare Final EIR/EA

The Final EIR/EA will be prepared by the Consultant. The FEIR/FEA will include at a minimum, the following:

- A list of all persons, organizations, and public agencies commenting;
- The Draft EIR/EA; and copies of all written comments received on the Draft EIR;
- Responses to all environmental issues raised in the review process, including revisions to the Draft EIR based on responses.

The Final documents shall be published in accordance with CEQA and NEPA timelines.

9.5.13. 5N: Public Hearing

The Consultant will lead the Public Hearing preparation process, developing necessary presentations, statements, and documents, including necessary noticing. The Consultant will attend the hearing and provide support to the District throughout.

9.6. TASK 6: PERMITS, CONSULTATIONS, AND APPROVALS

Completion of the project will require a suite of permits, consultations, and approvals through a variety of State and Federal resource and regulatory agencies. Consultant will be expected to develop and submit permit applications on behalf of the Harbor District, initiate and conduct resource agency consultations, and secure necessary approvals pursuant to the regulations listed below, including, but not limited to:

- ACOE Section 10/404 of the Clean Water Act (CWA)
- ACOE Section 408
- USFWS Biological Opinion
- Section 106 of the National Historic Preservation Act
- Coastal Zone Management Act (CZMA) Concurrence
- Federal Aviation Administration (FAA) Obstruction Evaluation
- Private Aids to Navigation (PATON)
- Marine Mammal Protection Act
- Migratory Bird Treaty Act
- Bald/Golden Eagle Protection Act
- Section 401 Water Quality Certification
- 1602 Streambed Alteration Agreement
- Incidental Take Permit
- Coastal Development Permit
- HBHRCD Development Permit
- Stormwater Pollution Prevention Plan and Water Quality Management Plan
- California Air Resources Board Operating Permit
- Others to be determined by Consultant in collaboration with District

9.7. TASK 7: REZONING, GENERAL PLAN AMENDMENTS, AND OTHER LOCAL LAND USE REGULATION MODIFICATIONS

Implementation of the Development Project may require modifications to local land use regulations, such as rezoning or General Plan Amendments. The District does not know at this time if such modifications will be required. Consultant should be prepared to conduct such work if necessary.

9.8. TASK 8: OTHER TASKS AS NEEDED TO SECURE ALL REQUIRED PERMIT APPROVALS

Implementation of the Development Project may require other tasks. The District expects that Consultant will identify such tasks and advise the District.

SCOPE OF WORK, PART 2: FINAL DESIGN (INCLUDING PS&E) TO MAKE DEVELOPMENT PROJECT "BID READY" AND "SHOVEL READY"

Upon satisfactorily completing Part 1 (i.e. final approval/adoption/certification of all required regulatory permits), the District intends to work with the selected consultant to scope and contract for Part 2. It is possible by that time the District will have secured a private wind industry tenant that will be involved in scoping Part 2 and that the District may assign the contract over to the tenant for them to develop the project.

As the project will be refined through the CEQA/NEPA and permit process, it is difficult at this time to specifically identify the precise tasks in Part 2, but it will generally consist of finalizing the preliminary designs prepared during Part 1 so that the Development Project is ready to bid out for construction and/or ready to demonstrate to granting agencies that the Development Project is "shovel ready." The following is the District's best current estimate of the tasks that will occur in Part 2.

9.9. TASK 9: FINAL DESIGN PROJECT MANAGEMENT

Sub-tasks likely to resemble the sub-tasks of Project Management under Part 1.

9.10. TASK 10: FINAL ENGINEERING DESIGN OF DEVELOPMENT PROJECT PHASE 1: ROAD/ACCESS IMPROVEMENTS AND WETLAND MITIGATION

Improvements proposed to be constructed during Phase 1 would generally include:

- Reconstruction of inbound and outbound truck access roads including internal traffic circulation realignment, pavement improvements, street widening, striping, drainage, security fencing, gates, other truck access and perimeter security improvements, and necessary infrastructure including water, power, wastewater, fiber, and stormwater;
- Reconstruction and realignment of truck access road at the intersection of Vance Avenue and Cookhouse Road;
- Reconstruction of existing truck access roads from Vance Avenue at the northeast end of the Project Area, along the north side of Phase 4, currently identified as Wind Avenue on the Master Plan, and at the southern end of the Project Area;
- Retention and potential reconstruction of marine railway within the project area;
- Mitigation for impacts to existing eel grass and wetlands, at ratios to be determined in consultation
 with the relevant agencies. As shown on the Master Plan, the area at the northeast corner of the
 Project Area has been designated for wetland and coastal habitat mitigation.
- Potential utility work.

9.11. TASK 11: FINAL ENGINEERING DESIGN OF DEVELOPMENT PROJECT PHASE 2 – MULTIPURPOSE TERMINAL AND OVERWATER WHARF

Improvements proposed to be constructed during Phase 2 would generally include:

- Demolition of existing wood piling dock and upland buildings and structures;
- Replacement of the existing approximately 6-acre, 350 foot wide by 1,800 foot long wood piling dock with a new multipurpose concrete piling dock which is approximately 150 foot wide by 2,200 feet long capable of handling up to two floating wind platforms and one cargo vessel at the same time;
- Redevelopment of approximately 40 acres of the northern portion of the existing 168-acre upland tarmac area to facilitate the construction of the new roll-on/roll-off multipurpose dock;
- Construction of a marshaling and vertical integration terminal associated with the new dock;
- Infrastructure to support the build-out of the northern portion of the 168-acre upland tarmac, including but not limited to lighting, paving, drainage improvements, wet and dry utilities, alternative maritime power (AMP) vaults and associated utility lines, poles, conduit and wiring throughout wharf and tarmac area;
- Installation of a variety of modern heavy lift cranes (gantry, crawler or other) requiring bearing capacities between 3,000 and 6,000 pounds per square foot (psf) and associated infrastructure, and raising of existing cranes to efficiently service larger ships;
- Reconstructing the shoreline structures with a combination of hard and soft erosion protection measures;
- Dredging approximately 270,000 cubic yards of material between the existing federal navigation channel and the wharf, to a design depth of -38 feet mean lower low water (MLLW) plus approximately six (6) feet of over depth tolerance (for a total depth of -44 feet MLLW) to accommodate larger ocean going vessels and the submersible barge required for foundation deployment;
- Disposal and/or reuse (as beneficial reuse of fill in the project area) of dredged materials to incrementally adapt to sea level rise; and
- Reconstruction of the existing RMT II dock to accommodate smaller operation and maintenance vessels and the installation of an overhead conveyor to allow wood pellet conveyance.

9.12. TASK 12: FINAL ENGINEERING DESIGN OF DEVELOPMENT PROJECT PHASE 3 – UPLAND TARMAC STAGING AREA

Improvements proposed to be constructed during Phase 3 would generally include:

- Redevelopment of approximately 80 acres of the southeastern portion of the existing 168-acre upland tarmac area to facilitate the construction of an expanded yard storage/staging area for turbines, tower modules, anchors, cables, blades, and other components and establishing a building developable subarea which can accommodate up to 330,000 square feet in building area within one or multiple buildings. This area would also include offices and other support uses, and associated parking; and
- Infrastructure to support the build-out of the southeastern portion of the 168-acre upland tarmac, including but not limited to lighting, paving, drainage improvements, alternative maritime power (AMP) vaults and associated utility lines, poles, conduit and wiring throughout the upland tarmac area;
- Reconstructing the shoreline structures with a combination of hard and soft erosion protection measures; and
- Construction of public access trails

9.13. TASK 13: FINAL ENGINEERING DESIGN OF DEVELOPMENT PROJECT PHASE 4 – EXPANDED MANUFACTURING AND STORAGE/STAGING AREAS

Improvements proposed to be constructed during Phase 4 would generally include:

- Redevelopment of the approximately 48 acres of the western portion of the existing 168-acre upland tarmac area, along New Navy Base Road, to facilitate the construction of up to 180,000 square feet in building area to support ancillary industries and services. This area would also include offices and other support uses and associated parking, and the expansion of an expanded yard storage/staging area for blades;
- Infrastructure to support the build-out of the western portion of the 168-acre upland tarmac, along New Navy Base Road including but not limited to lighting, paving, drainage improvements, alternative maritime power (AMP) vaults and associated utility lines, poles, conduit and wiring in the upland tarmac area.

It should be noted that Phases 2 and 3 of the Project would prepare the Port for anticipated impacts associated with climate change and sea level rise by developing the upland tarmac above the projected 2070 and 2100 sea level rise elevations. Phased incremental filling would be adaptive to future conditions and would be anticipated to raise the Project Area, where needed, to approximately 17 feet NAVD 88 as shown in the sea level rise modeling for Humboldt Bay. It is assumed that the Structures will have a useful life of 50 years and that the shoreline structure development associated with the proposed sea level rise fill would additionally be required. Additionally, as all phases of the Project would replace and/or install new impervious surfaces at the Project Area, the project design will be required to incorporate Low Impact Development (LID) features, such as bioretention basins and/or infiltration ponds/trenches to collect and treat stormwater runoff.

9.14. TASK 14: FINAL ENGINEERING DESIGN OF FEDERAL NAVIGATION CHANNEL, SAMOA AND ENTRANCE NAVIGATION CHANNELS, AND OTHER AREAS WITHIN THE BAY

Improvements may be required outside of the direct Project Area to make offshore wind manufacturing feasible.

9.15. TASK 15: PERMIT MODIFICATIONS AND AMENDMENTS

During the final design tasks above, it is possible that some previously approved permits/entitlements may need to be modified, amended, and re-approved. The Consultant should be prepared to lead and complete such requirements.

9.16. TASK 16: OTHER TASKS AS NEEDED TO MAKE PROJECT SHOVEL READY

Implementation of the Development Project may require other tasks. The District expects that Consultant will identify such tasks and advise the District. These could include fund raising, grant writing, marketing to and recruitment of offshore wind industry tenants, economic analysis, strategic planning, and a range of other possible tasks.

10. APPROXIMATE TIMELINE OF PROJECT INITIATION

The below table presents the estimated timeline for Consultant selection and contract execution.

Item	Approximate Date
Release of Solicitation	November 18, 2021
Optional Site Visits	December 10, 2021 and January 6, 2022
Question Submittal Deadline	January 10, 2022
Responses to Questions Issued	January 14, 2022
SOQ Submittal Deadline	4:30pm on January 26, 2022
Consultant Interviews	Afternoon of February 3, 2022
Consultant Selection and Contract Negotiation	February 4 through March 4, 2022
Contract Award at District Board Meeting	March 10, 2022

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= RFQ released
= Optional site visits
= Question submittal deadline (questions encouraged prior to this date)
= Responses to questions issued (responses will be provided approximately weekly up to this point)
= SOQ submittal deadline

	= Consultant interviews
	= Consultant Selection and Contract Negotiation
	= Contract Award
red text	= District closed

11. OPTIONAL SITE VISITS

The Harbor District will host two optional site visits which allow potential respondents an opportunity to review the project site in person and pose questions regarding the project. All questions received during the optional site visits will be noted, with questions and responses distributed via addendum to this RFQ following each site visit. The specific times and meeting locations for each site visit will be posted on the Harbor District website and distributed via email to all parties who have registered as "Interested Parties" related to this RFQ. Site visits are optional and submittals from respondents who did not attend either site visit will be accepted.

12. SUBMISSION REQUIREMENTS

Statements of Qualifications must follow the format outlined below. The Harbor District may reject as non-responsive at its sole discretion any submittal that does not provide complete and/or adequate responses or departs in any way from the required format. Failure to respond to these requirements may result in the proposal being considered non-responsive and rejected from consideration.

Required Format

Statements of Qualification shall not be longer than 50 PDF pages, with no more than ten pages devoted to the firm/team qualifications and experience. Firms are encouraged to keep proposals concise; SOQs under 40 pages are encouraged. The term "page" means one side of one $8\frac{1}{2}$ x 11 piece of paper or one $8\frac{1}{2}$ x 11 PDF page. Firm/team resumes will not be included in the final page count. Supplemental materials not requested in this RFQ, such as brochures and promotional materials, will not be reviewed.

Required Content

The proposer must include the following items. SOQs shall be organized in the order shown below:

1) Cover Letter (2 pages maximum)

Provide an introduction letter summarizing the qualifications of your firm/team to meet the needs of this project. Include company name and business address as well as email address and telephone numbers for key contacts. The letter must be signed by an individual/member of the organization who has the authority to offer, negotiate, and execute contracts on behalf of the firm. Respondents should confirm the receipt of all addenda either in the cover letter or by attaching all addenda to their SOQ.

Scoring: Pass/Fail. Firms that provide a cover letter will pass and will be evaluated according to the other criteria in this section. Firms that fail to provide a cover letter will fail and the overall SOQ will be rejected.

2) Qualifications and Experience (10 pages maximum)

- a) Provide an overall organization chart for the project.
- b) Identify proposed firm/team, including a description of all key team members, including any subconsultant team members. Identify project manager and anticipated key team members roles and responsibilities. Include resumes as an Attachment to the SOQ. Resumes will not be included in the 10-page maximum for this section.
- c) Provide information about your team's knowledge and experience, including descriptions of relevant project experience related to marine terminal development, port engineering, complex environmental analysis and permitting processes which include sensitive coastal resources, and coordinating design and environmental analysis to incorporate mitigation features and move rapidly into construction after discretionary approvals are received.
- d) Identify other potentially relevant qualifications and experience that Consultant could provide for this overall project. These could include fund raising, grant writing, marketing to and recruitment of offshore wind industry tenants, economic analyses, strategic planning, and a range of other possible tasks.
- e) Provide a brief description of at least three reference projects that your firm has completed in the last five years and that demonstrate the firm's experience in completing projects of this magnitude.

f) Provide a list of at least three references (names, current phone numbers, and email) for relevant recent work. References should be able to describe the qualifications and capabilities of team members looking to take leading roles and of the firm(s).

Scoring: The District will issue either a "pass" or "fail" for Qualifications and Experience. Firms that can clearly demonstrate relevant experience of delivering projects of similar scale and scope will pass and will be evaluated according to the other criteria outlined below. Firms that cannot clearly demonstrate relevant experience will fail and the remainder of their proposal will not be evaluated.

3) Project Understanding and Approach

- a) Summarize the firms general understanding of the overall project, including an understanding the District's goals, priorities, and objectives.
- b) Describe the firm's approach to completing the tasks described in the Scope of Work.
- c) The Harbor District expects the project design and environmental analyses stages of the project to be coordinated seamlessly. Describe the coordination process between the project environmental permitting and design components. Discuss how your team will function collaboratively and how you will engage with the Harbor District through the project.
- d) Identify the most significant challenges you anticipate the project will face and your strategy for navigating and resolving these challenges.
- e) If deemed necessary or prudent, include tasks that will be required for project development that are not clearly defined in this document. Describe the project deliverables for the project and how they will be used for permitting and project design.
- f) Note that the District's primary objective is securing an offshore wind industry anchor tenant within a rapid timeline and final build-out of the Development Project within a rapid timeline. Therefore, the Consultant should structure their approach with the District's primary objective in mind. The District encourages firms to present creative and strategic alternate approaches to what is presented in this RFQ if such an alternate approach would more rapidly and more successfully provide to the District the realization of its primary objective. The District encourages proposals that will scope out potential issues early and develop avoidance, minimization, and/or mitigation measures that can be implemented to streamline the overall process.

Scoring: Up to 30 points will be awarded for Project Understanding and Approach.

4) Proposed Schedule for all Tasks in Part 1 and Part 2

- a) Propose a schedule by which the activities within the entire Scope of Work will be completed (including all of Parts 1 and 2). Identify dependent tasks and discuss your approach for maintaining the schedule through the project. As this is a "hallmark project" for the region, the District intends to develop the project expeditiously and expects the selected respondent to discuss methods to accelerate project completion, where feasible.
- b) Proposed schedule may be presented on paper size up to 11x17.

Scoring: Up to 35 points will be awarded for Proposed Schedule.

5) Conceptual Fee Estimate for Tasks 1, 2, and 3

- a) Provide a detailed fee estimate for Tasks 1, 2, and 3. The estimate must include a spreadsheet showing tasks, sub-tasks, team members' names and rates, hours assigned to individual team members by sub-task, anticipated non-labor costs per sub-tasks, and sub-task totals. The staff presented in the fee estimate should be aligned with the staff presented in the Qualifications section and associated organization chart.
- b) The fee estimate may also include a brief narrative.
- c) The purpose of the Fee Estimate is for the District to gain an understanding how the Consultant envisions allocating budget and sub-task-level responsibilities to various team members. The purpose is also to ensure that the Consultant is sufficiently prepared so that contract negotiations can progress rapidly. The District will

not be evaluating RFQ submittals based on the amount presented in this conceptual fee estimate for the first three tasks, but rather on the approach and structure of fee estimates. The District will consider fee estimates to be a demonstration of a firm's qualifications to evaluate project tasks, allocate hours/budget, and manage a cohesive and productive team. At the time of contract negotiation, the Consultant will have the opportunity to adjust the Conceptual Fee Estimate for Tasks 1, 2, and 3. Immediately following Consultant selection, the District will enter into the contract negotiations phase, likely beginning the week of February 7th. Prior to contract award on March 10th, Consultant will be expected to be able to present a contract-ready budget for all tasks under Part 1 and possibly some or all tasks under Part 2. If the selected contractor is not prepared to finalize contract negotiations within the given timeline, then the District may move on to the next qualified consultant.

d) Conceptual Fee Estimate may be presented on paper size up to 11x17.

Scoring: Up to 15 points will be awarded for Conceptual Fee Estimate.

6) Cost Control Methodology

a) Describe the firm's approach to managing the project budget over the total life of the project and achieving cost control. The Harbor District expects to fund the majority of this project with grant funding and other external resources and will have no or very limited flexibility to absorb cost overruns. Identify areas where previous studies and other work can be leveraged to achieve cost efficiencies. Identify strategies for managing the overall project budget and achieving cost efficiencies through sequencing of work, project management techniques, new technology, or proprietary methods.

Scoring: Up to 10 points will be awarded for Cost Control Methodology.

7) Local Teaming Partners

a) The Harbor District seeks to support and advance local Humboldt County-based firms. Thus, the District will award points to teams that include local staff from firms with a permanent presence in Humboldt County.

Scoring: Up to 10 points will be awarded for local teaming partners.

8) Evaluation of Standard District Contract

- a) See attached for a copy of a standard Harbor District contract.
- b) Provide a statement confirming that a qualified individual within the firm that is authorized to sign contracts has evaluated the District's standard contract.
- c) If applicable, also provide a list of exceptions and/or questions that the firm will be likely to request during contract negotiations. If no such exceptions will be requested, then indicate such.

Scoring: Pass/Fail. Firms that provide a statement confirming evaluation and/or provide a list of requested exceptions will pass and will be evaluated according to the other criteria in this section. Firms that fail to provide such a statement and/or list will fail and the overall SOQ will be rejected.

13. PREVAILING WAGE REQUIREMENTS

Some components of the work to be completed, such as field work in support of data collection or the generation of special studies will be subject to State and Federal prevailing wage and labor standards. The selected firm will be responsible for complying with these and all other Harbor District and grant funder requirements.

14. REJECTION OF SUBMITTALS

Statements of Qualifications may be rejected if they show any alterations of form, additions not called for, erasures, or irregularities of any kind. The Humboldt Bay Harbor, Recreation and Conservation District reserves the right to reject any and/or all Statements of Qualifications.

15. WITHDRAWL OF SUBMITTALS

Any Statement of Qualifications may be withdrawn at any time prior to the submittal deadline provided that a request in writing, executed by the Proposer or his duly authorized representative, for the withdrawal of such Statement of Qualifications is filed with the Humboldt Bay Harbor, Recreation and Conservation District. The withdrawal of a Statement of Qualifications will not prejudice the right of the Proposer to file a new Statement of Qualifications.

16. DISQUALIFICATION OF SUBMITTALS

More than one Statement of Qualifications from an individual, firm, partnership, or corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any Proposer is interested in more than one Statement of Qualifications for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among Proposers, none of the participants in such collusion will be considered in future solicitations.

17. ADDENDA

The Harbor District reserves the right to issue addenda to this RFQ as necessary in order to provide additional information, respond to questions, or modify any component of the RFQ, at the Harbor District's Discretion. All addenda will be posted online at the Harbor District website alongside this RFQ and provided via email to all registered interested parties. Respondents should confirm receipt of all addenda to this RFQ in their Statement of Qualifications, via either a statement confirming the total number of addenda received in the cover letter or by attaching all addenda to their Statement of Qualifications as attachments. Addenda attachments to SOQs shall not be counted towards the SOQ page limit.

18. CONSULTANT EVALUATION

An Evaluation Committee will be formed to review all SOQs received. The Evaluation Committee will be comprised of Harbor District Staff and may also include personnel outside of the Harbor District. The Evaluation Committee will review all complete proposals submitted on time. This project represents a "hallmark project" for Humboldt Bay and proposals from consultants and consultant teams are expected to clearly demonstrate their experience, qualifications, and capacity to complete the project as a threshold requirement. Any proposals from consultants or consultant teams who cannot readily demonstrate adequate experience, qualifications, and capacity will be considered non-respondent and will not receive a full review. Following the threshold review, the committee will then evaluate the SOQs and evaluate based largely on the following criteria:

- Cover Letter (Pass/Fail)
- II. Qualifications and Experience (Pass/Fail)
- III. Project Understanding and Approach (30%)
- IV. Schedule for all Tasks in Part 1 and Part 2 (35%)
- V. Fee Estimate for Tasks 1, 2, and 3 of Part 1 (15%)
- VI. Effective Cost Containment Methodology (10%)
- VII. Local Teaming Partners (10%)
- VIII. Evaluation of Standard District Contract (Pass/Fail)

Following the review and evaluation of SOQs received, the Evaluation Committee will present the evaluation results to the HBHRCD Board's Offshore Wind Selection Subcommittee, which will interview the top two to three respondents. The Selection Subcommittee reserves the right to select the firm or team that best serves the interests and goals of the District, regardless of the overall points awarded by the Evaluation Committee.

19. AWARDS

The award will be made to the responsive Proposer as selected by the HBHRCD Offshore Wind Selection Subcommittee following evaluation of proposals and interviews with the top scoring respondents. The Evaluation Committee will assess the information provided to ensure that it is complete and that the Proposer is qualified for the work. Following interviews

and selection, the Harbor District will attempt to negotiate a contract with the selected Proposer. If the District is unable to do so, negotiation with that Proposer will be terminated and negotiations will then proceed in the same manner with the other Proposers in order of Subcommittee preference. If the Harbor District is unable to negotiate a satisfactory contract with any of the selected Proposers, the District may select additional firms and continue the negotiation process.

The Harbor District reserves the right to modify or terminate this solicitation at any stage if the District determines such action to be in its best interest. The receipt of statements of qualification or other documents at any stage of the process will in no way obligate the District to enter any contract of any kind with any party.

The Harbor District and its advisors are not responsible for costs or damages incurred by proposers, shortlisted proposers, teams, team members, subcontractors or other interested persons in connection with this solicitation process, including all costs associated with preparing responses to this solicitation, and of undertaking due diligence and participating in any conferences, meetings, presentations, negotiations or other activities. The award of the Contract is contingent upon the Harbor District executing contracts with the State of California for the funds appropriated for Humboldt Bay in the States FY 2021 budget.

20. RELEVANT PUBLICATIONS

Additional project information, including numerous studies related to the North Coast Offshore Wind industry, are available at: http://schatzcenter.org/publications/.

21. ATTACHMENTS

The following documents are included as attachments to this RFQ:

- I. Draft Conceptual Project Description: Redwood Marine Multipurpose Terminal Replacement Project (includes references to a variety of supporting documentation for the project)
- II. PDIP Grant Application Project Description
- III. Standard District Contract

REQUEST FOR QUALIFICATIONS:

REDWOOD MARINE MULTIPURPOSE
TERMINAL REPLACEMENT PROJECT – DESIGN
AND PERMITTING



ATTACHMENT 1



ATTACHMENT 1

DRAFT CONCEPTUAL PROJECT DESCRIPTION Redwood Marine Multipurpose Terminal Replacement Project

Humboldt Bay Harbor Recreation & Conservation District Samoa Peninsula, California November 16, 2021

Project Overview

The Humboldt Bay Harbor, Recreation and Conservation District (HBHRCD), in conjunction with local, state, and federal partners, proposes to redevelop an existing industrial area on the Samoa Peninsula along the Port of Humboldt Bay (Port) with multipurpose, heavy lift port facilities (Project). The proposed modern port facilities would repurpose the existing approximately six (6) acre Redwood Marine Terminal I (RMT I) and surrounding approximately 168-acre industrial area located adjacent to the east and southeast of the Town of Samoa in Humboldt County, California. The proposed Project includes improvements to portions of the parcels identified by Assessor's Parcel Numbers (APNs) 401-031-040, -041, -078, -083, -054, -061, -071, 401-112-013, -029, -024, -011, -012, as well as the tide and submerged lands of Humboldt Bay and portions of the Samoa and Entrance navigation channels (Site). The offshore wind energy industry is proposed to be the anchor tenant of the modernized port facilities; however, once developed, the multipurpose facilities on Humboldt Bay would accommodate a variety of vessels and traditional port-based commerce and allow for a variety of potential anchor tenants.

The project area will be used for offshore wind component manufacturing and fabrication, marshalling, laydown, dockside vertical integration, and other associated and ancillary uses. The area may also be utilized for forest product manufacturing, decking, and laydown, as well as for upland aquaculture and related/ancillary uses and structures, and broadband data facilities and data centers associated with the adjacent existing trans-pacific fiber optic line.

The Project will be developed in four phases, given the aggressive schedule and scale of the Project due to the climate change urgency to reduce carbon emissions, the federal offshore leasing process, and the rapid evolution of the Pacific offshore wind industry. These efforts are all driven by President Biden's national goals to reduce carbon emissions and increase renewable carbon free offshore wind energy production and California's state climate change, and renewable energy goals as authorized by SB 1 and AB 525.

Project Background

The federal government announced in May 2021 a goal to deploy 30 gigawatts (GW) of offshore wind in the United States by 2030. California Assembly Bill 525¹ directs state agencies to develop a strategic plan and to set statewide goals for maximum feasible offshore wind production by 2030 and 2045. Further, BOEM has initiated the formal process to lease sites off Morro Bay and the Port of Humboldt Bay as ideal for wind energy development, and the federal and state governments have agreed that BOEM will move forward with lease sales for the sites in 2022. These production goals and lease agreements will drive industry development, including the development of port infrastructure that is purpose-built to support the deployment of offshore wind projects in the Pacific Ocean, as outlined in the fiscal year 2021-22 adopted state budget goals and timelines.

The United States Bureau of Ocean Energy Management (BOEM) announced their intention to issue floating offshore wind energy leases of approximately 1.6 gigawatts (GW) off the North Coast of California, approximately 30 miles offshore of Humboldt Bay, as shown in Figure 1 on the following page. Services required to support the offshore wind energy industry generally include an offshore wind turbine fabrication and assembly facility, deployment port, and maintenance site. The components and final assembled floating offshore wind devices are very large structures that depend heavily upon the adequacy of the port infrastructure, which must support a range of activities, including but not limited to: vessel delivery and offload or fabrication of the wind turbine components, storage of the components, delivery or fabrication and float-off of the floating substructure, assembly of the wind turbine generator components on the substructure, and tow-out of the fully erect assembled devices (up to 500 feet tall).

Because of the extremely large and heavy nature of the offshore wind industry, neither the North – South or potential East – West rail line will be required for offshore wind. A short distance rail line within the Samoa Peninsula Industrial area may be utilized to move large components internally between the Coastal Dependent Industrial properties on the Samoa Peninsula.

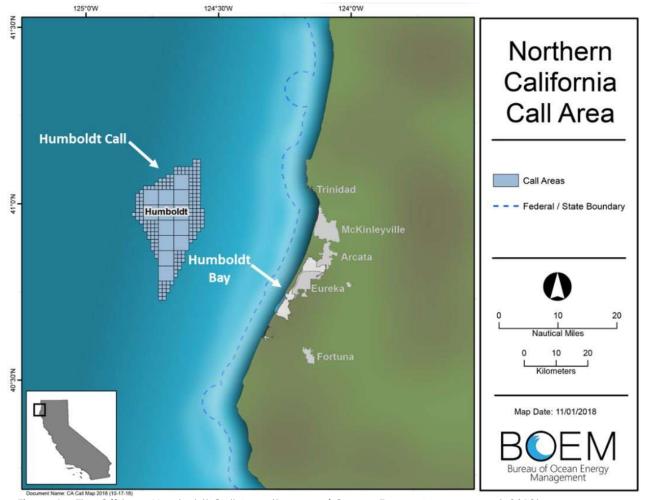


Figure 1: The Offshore Humboldt Call Area (Bureau of Ocean Energy Management, 2018)

According to the Port Infrastructure Assessment Report (Port Report) prepared by The Mott MacDonald Group and published by the Schatz Energy Research Center in December 2020, Humboldt Bay is California's northernmost deep-water shipping port and is the only North Coast port potentially able to support floating offshore wind farms in the North Coast region. Unlike the San Francisco Bay, for example, the Port has no overhead barriers such as power lines or bridges. Additionally, the Port's existing 38-foot deep federally-maintained "Samoa" navigation channel and 48-foot deep "bar and entrance" channels can accommodate large marine vessels and meet the needs of the offshore wind industry. No channel widening is proposed as part of this Project.

The Samoa Peninsula, on the western side of the Humboldt Bay, has hundreds of acres of under-utilized coastal-dependent industrial zoned lands. These coastal-dependent industrial zoned lands, including the existing dock, were developed as pulp and lumber mills to serve the timber/forest product industries and have been largely underutilized in recent years due to the need for significant modernization to adapt to sea level rise, tsunami, and new modern industries such as the offshore wind industry. The Port Report (2020) identified the RMT areas I and II as the preferred locations for an offshore wind energy support terminal. However, these terminals, including the existing wood piling dock that is now past its useful life, would require significant investment to meet the needs of modern industries, including offshore wind energy.

The HBHRCD operates the Port under the legal mandates of the Harbors and Navigation Code Appendix 2; Humboldt Bay Tidelands Trust; and the California Coastal Act (PRC Division 20 Section 30700 et seq.), which identify the Port, and its facilities, as a primary economic and coastal resource of the State of California and an essential element of the national maritime industry for the promotion of commerce, navigation, fisheries, and Harbor operations. Pursuant to Section 30701 of the California Coastal Act, "existing ports, including the [HBHRCD] shall be encouraged to modernize and construct necessary facilities within their boundaries in order to minimize or eliminate the necessity for future dredging and filling to create new ports in new areas of the state." Furthermore, Section 30001.5 (d) of the California Coastal Act provides "assurance priority for coastal-dependent and coastal-related development over other development on the coast."

Project Purpose and Objectives

The purpose of the proposed Project is to redevelop an existing industrial area on the Samoa Peninsula into a modern multipurpose heavy lift terminal. In addition, the Project would prepare the Port for anticipated impacts associated with climate change and sea level rise by developing the upland tarmac above the 2100 sea level rise projections.

The fundamental purpose provides for the following overall project objectives:

- Modernize the Port consistent with the Coastal Act, Humboldt Bay Area Plan (Local Coastal Plan), and Port's Humboldt Bay Management Plan;
- Increase maritime commerce and utilization of the Site and Humboldt Bay;
- Provide port facilities that meet the needs of the offshore wind industry;
- Maximize the indirect economic benefit from Port operations to the surrounding local community and region;
- Secure business that supports, enhances, or diversifies current maritime operations, and is compatible with the Port's maritime operations;
- Maintain and enhance water quality, healthy bay ecosystems, and the quality of life of the region;
- Maximize revenues from the use and operation of the Site;
- Consolidate and relocate the Project Areas existing aquaculture and commercial fishing storage areas to comparable facilities adjacent to the Bay

• Promote the long-term development and growth of the Port.

Proposed Improvements

As noted above, proposed improvements would include the redevelopment of an existing industrial area on the Samoa Peninsula into a modern multipurpose heavy lift terminal. The offshore wind energy industry is proposed to be the anchor tenant of the modernized port facilities; however, once developed, the multipurpose facilities on Humboldt Bay would accommodate a variety of vessels and traditional port-based commerce and a variety of industries could serve as a potential anchor tenant. Forest Products, Aquaculture and Broadband facilities and uses are also allowed. As shown on Figure 2, HBHRCD Master Plan, below, the proposed Project would reconfigure the entire Site to include the following:

- New secure site entrances along the south, west, and northern portions of the Project Area;
- Perimeter security fencing from water's edge on the southern extent to water's edge on the northern extent:
- Improved access roads and internal circulation;
- Demolition, removal, and off-site storage of an existing approximately six (6) acre wood piling dock
 and adjacent wood pilings (the removal of which should be strategically designed and
 implemented as mitigation measures and/or environmental impact minimization measures);
- Development of a new approximately 2,100 linear foot heavy lift marine terminal, wharf, and associated berth;
- Cut and fill of upland areas to adapt the Project Area to sea level rise (SLR projection level to be determined);
- Substation fabrication area, to include fabrication and assembly buildings, gantry cranes, and a new assembly dock with crane;
- Yard storage/staging area, to include areas for turbine storage and a new on-off loading wharf/berth;
- Manufacturing area, to include approximately 600,000 sq ft of manufacturing/warehousing buildings, areas for blade, tower module, and anchor storage, and a new on-off loading wharf/berth;
- Construction of a new approximately 20,000 sq ft office building and potentially other ancillary buildings associated with operations;
- Dredging approximately 270,000 cubic yards of material between the existing federal navigation channel and the reconstructed terminal;
- Installation of mooring dolphins;
- Modifications and/or dredging of the federal navigation channel to accommodate in-water wet weather anchoring, ballast installation, and other activities;
- Associated site improvements, including water, wastewater, electrical, communications, and other
 utility upgrades and extensions along with stormwater detention galleries and staff parking lots;
- On-site mitigation of project-related impacts to wetlands, ESHA, and eel grass;
- Renewable energy designs to maximize the use of carbon free sources, energy island, and energy efficiency measures; and
- Other site features and facilities necessary to support the project

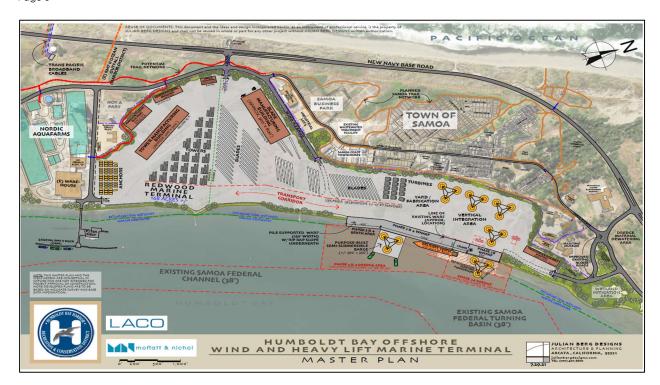


Figure 2. Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Master Plan

In accordance with Figure 3, Master Plan Phasing Plan, below, the proposed Project would generally be developed in the following phases:

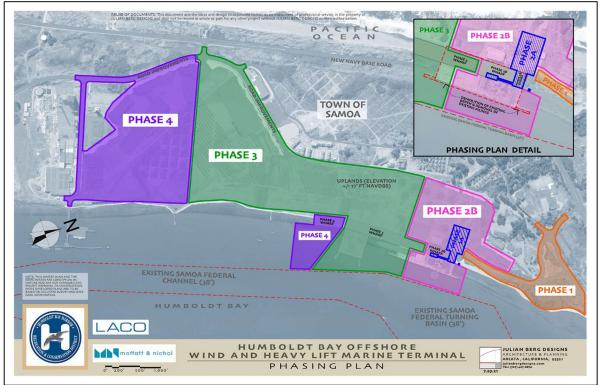


Figure 3: Phasing Plan for Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal

<u>Phase 1 – Road/access improvements and wetland mitigation</u>

Improvements proposed to be constructed during Phase 1 would generally include:

- Reconstruction of inbound and outbound truck access roads including internal traffic circulation realignment, pavement improvements, street widening, striping, drainage, security fencing, gates, and other truck access and perimeter security improvements;
- Reconstruction and realignment of truck access road at the intersection of Vance Avenue and Cookhouse Road;
- Reconstruction of existing truck access roads from Vance Avenue at the northeast end of the Site, along the north side of Phase 4, currently identified as Wind Avenue on the Master Plan, and at the southern end of the Site;
- Retention and potential reconstruction of marine railway within the project area;
- Mitigation for impacts to existing eel grass and wetlands, at ratios to be determined in consultation
 with the relevant agencies. As shown on the Master Plan, the area at the northeast corner of the Site
 has been designated for wetland and coastal habitat mitigation.

<u>Phase 2 – Multipurpose terminal and overwater wharf</u>

Improvements proposed to be constructed during Phase 2 would generally include:

- Demolition of existing wood piling dock and upland buildings and structures;
- Replacement of the existing approximately 6-acre, 350 foot wide by 1,800 foot long wood piling dock with a new multipurpose concrete piling dock which is approximately 150 foot wide by 2,200 feet long capable of handling up two floating wind platforms and one cargo vessel at the same time:
- Redevelopment of approximately 40 acres of the northern portion of the existing 168-acre upland tarmac area to facilitate the construction of the new roll-on/roll-off multipurpose dock;
- Construction of an marshaling and vertical integration terminal associated with the new dock;
- Infrastructure to support the build-out of the northern portion of the 168-acre upland tarmac, including but not limited to lighting, paving, drainage improvements, alternative maritime power (AMP) vaults and associated utility lines, poles, conduit and wiring throughout wharf and tarmac area;
- Installation of a variety of modern heavy lift cranes (gantry, crawler or other) capable of supporting between 3,000 and 6,000 pounds per square foot (psf) and associated infrastructure, and raising of existing cranes to efficiently service larger ships;
- Reconstructing the shoreline structures with a combination of hard and soft erosion protection measures;
- Dredging approximately 270,000 cubic yards of material between the existing federal navigation channel and the wharf, to a design depth of -38 feet mean lower low water (MLLW) plus approximately six (6) feet of over depth tolerance (for a total depth of -44 feet MLLW) to accommodate larger ocean going vessels and the submersible barge required for foundation deployment;
- Disposal and/or reuse (as beneficial reuse of fill in the project area) of dredged materials to incrementally adapt to sea level rise; and
- Reconstruction of the existing RMT II dock to accommodate smaller operation and maintenance vessels and the installation of an overhead conveyor to allow wood pellet conveyance.

Phase 3 – Upland tarmac staging area

Improvements proposed to be constructed during Phase 3 would generally include:

- Redevelopment of approximately 80 acres of the southeastern portion of the existing 168-acre
 upland tarmac area to facilitate the construction of an expanded yard storage/staging area for
 turbines, tower modules, anchors, cables, blades, and other components and establishing a building
 developable subarea which can accommodate up to 330,000 square feet in building area within
 one or multiple buildings. This area would also include offices and other support uses, and associated
 parking; and
- Infrastructure to support the build-out of the southeastern portion of the 168-acre upland tarmac, including but not limited to lighting, paving, drainage improvements, alternative maritime power (AMP) vaults and associated utility lines, poles, conduit and wiring throughout the upland tarmac area;
- Reconstructing the shoreline structures with a combination of hard and soft erosion protection measures; and
- Construction of public access trails and rezoning the areas between Vance Avenue and New Navy Base Road to Natural Resources and coastal resource protection/mitigation area.

<u>Phase 4 – Expanded manufacturing and storage/staging areas</u>

Improvements proposed to be constructed during Phase 4 would generally include:

- Redevelopment of the approximately 48 acres of the western portion of the existing 168-acre upland tarmac area, along New Navy Base Road, to facilitate the construction of up to 180,000 square feet in building area to support ancillary industries and services. This area would also include offices and other support uses and associated parking, and the expansion of an expanded yard storage/staging area for blades;
- Infrastructure to support the build-out of the western portion of the 168-acre upland tarmac, along New Navy Base Road including but not limited to lighting, paving, drainage improvements, alternative maritime power (AMP) vaults and associated utility lines, poles, conduit and wiring in the upland tarmac area.

It should be noted that Phases 2 and 3 of the Project would prepare the Port for anticipated impacts associated with climate change and sea level rise by developing the upland tarmac above the projected 2070 and 2100 sea level rise elevations. Phased incremental filling would be adaptive to future conditions and would be anticipated to raise the Site, where needed, to approximately 17 feet NAVD 88 as shown in the sea level rise modeling for Humboldt Bay. It is assumed that the Structures will have a useful life of 50 years and that the shoreline structure development associated with the proposed sea level rise fill would additionally be required. Additionally, as all phases of the Project would replace and/or install new impervious surfaces at the Site, the project design will be required to incorporate Low Impact Development (LID) features, such as bioretention basins and/or infiltration ponds/trenches to collect and treat stormwater runoff.

Environmental Setting Location and Land Use

As noted above the Site is located on the Samoa Peninsula and is comprised of the parcels identified by APNs 401-031-040, -054, -055, -061, -070, -071, -077, -078; and 401-112-011, -012, -013, -024, -029, -030. The Site is located north of RMT II, the historic site of the Samoa Pulp Mill Site (constructed in 1965) and is bordered to the east by Humboldt Bay and to the west by New Navy Base Road and the Town of Samoa. The Pacific Ocean and associated dune complex are located due west of the Site, opposite New Navy Base Road.

The Site is located in the Coastal Zone, within the jurisdiction of the County of Humboldt and the California Coastal Commission (CCC), and is subject to the Humboldt Bay Area Plan (HBAP), a component of the Humboldt County Local Coastal Program (LCP). As shown on Figure 4, at right, the western portion of the Site is within the jurisdiction of the County of Humboldt and in an area appealable to the CCC, while the eastern portion of the Site, along



Figure 4 - Coastal Jurisdictional Areas

Humboldt Bay, is within the jurisdiction of the CCC. The Site has a Humboldt County coastal land use designation of Industrial, Coastal Dependent (MC), and a zoning designation of Industrial, Coastal Dependent (MC) with an Archaeological Resource Area Outside Shelter Cove combining zone overlay (A). The combining zone (A) designates the Site as an area potentially containing archaeological resources and provides for "reasonable mitigation measures where development would have an adverse impact upon archaeological and paleontological resources" (Humboldt County, 2017).

Existing Conditions

The Site is situated in a developed industrial area of the Samoa Peninsula where timber processing, pulp mill, and other timber-related industrial operations historically occurred. The vacant, formerly industrial site was historically occupied by Louisiana Pacific as part of the Louisiana Pacific Kraft Pulp and Lumber Mill operations. The Site is predominated by hardscape showing signs of historic industrial uses, including existing railroad tracks and cars, coastal rip rap, roadways, asphalt work areas, industrial stormwater management infrastructure, and historical industrial foundations and buildings. However, portions are densely covered in shrub, bramble, or young tree growth, reflecting the years since the area was last used for industrial purposes. According to the Wetland Assessment (SHN, 2020b), portions of the Site are covered in non-native species such as creeping bentgrass (Agrostis stolonifera), Himalayan blackberry (Rubus armeniacus), pampas grass (Cortaderia jubata), reed canary grass (Phalaris arundinacea), sweet vernal grass (Anthoxanthum odoratum), and other non-native herbaceous species as the primary dominants; however, there are some areas where native species are dominant, specifically California blackberry (Rubus ursinus), common rush (Juncus effusus ssp. pacificus), coastal dune willow (Salix hookeriana), California wax myrtle (Morella californica), Pacific willow (Salix lasiandra var. lasiandra), red alder (Alnus rubra), silverweed (Potentilla anserine spp. pacifica), Sitka willow (Salix sitchensis), slough sedge (Carex obnupta), small-fruited bulrush (Scirpus microcarpus), and smooth scouring rush (Equisetum laevigatum). Studies performed on sites

adjacent to the Site, which share similar historic uses, have identified one special status plant, dark-eyed gilia (Gilia millefoliate), which is protected as a CNPS-listed 1B.2 rare plant.

The Site does not include any streams, springs, or other water bodies. While no wetlands are officially recorded by the United States Fish and Wildlife National Wetlands Inventory (NWI) within the general project area, potential wetlands were observed on-site during an April 2020 scoping visit performed for the Wetland Assessment (SHN, 2020b). The Wetland Assessment noted wetlands within coastal naturalized landscapes, willow thicket non-aquatic coastal wetlands, anthropogenic nonaquatic wetland features, stormwater management features, and upland areas covered with buildings or impermeable foundations, where no wetland parameters were met.

Three Environmental Impact Reports (EIRs) under CEQA have been prepared for property surrounding the project site within the last four years (see Figure 6, Recent EIR Study Areas). These EIRs have established a clear understanding of the baseline conditions of the area.



Figure 6: Map Delineating EIR Study Areas (Humboldt Bay Harbor, Recreation, and Conservation District)

The Nordic Aquafarms EIR to the immediate south specifically included an analysis of the cumulative impacts of all projects including the proposed 168-acre heavy lift terminal and manufacturing and staging areas. One of the EIRs is in Humboldt Bay adjacent to the site, and one to the west includes approximately 40 acres of the 168-acre total area and to the south that includes approximately 30 acres of the proposed site. Many of the technical reports from the prior projects have been updated and expanded.

Because of the comprehensive evaluation and technical reports of the environmental impacts surrounding the project site, the EIR/EIS for the project will build upon these existing environmental review documents.

Access and Circulation

The Site is currently accessed via Vance Avenue, which runs parallel to the east of New Navy Base Road. In the vicinity of the Site, Vance Avenue is connected to New Navy Base Road by LP Drive, in the southwest portion of the Site, and Bay Street, approximately 0.5 miles south of the Site. New Navy Base Road is the primary route that links development along the peninsula. Immediately north of the Town of Samoa, New Navy Base Road intersects with State Route 255 and splits – resulting in one route southeast over the Samoa

HBHRCD Multipurpose Dock Replacement Project Conceptual Project Description November 16, 2021 Page 10

Bridge to Eureka and Highway 101 and one route north through the remainder of the Samoa Peninsula where it eventually connects to Highway 101 in Arcata. Vance Avenue and New Navy Base Road fall under the jurisdiction of the County of Humboldt, which identified New Navy Base Road as a Regionally Significant Street and Roadway (arterial) in the 2008 Regional Transportation Plan and reaffirmed this designation in the 2017 plan update (HCAOG 2017). State Route 255 falls under the jurisdiction of California Department of Transportation (Caltrans). All of these roads are two-way roads, with one travel lane in each direction. Due the historical industrial development at the Site and surrounding areas, the existing street network in the vicinity of the Site is designed to accommodate truck traffic expected from industrial development.

Utilities and Services

<u>Water</u>

The Humboldt Bay Municipal Water District (HBMWD) provides wholesale and retail water services to the Samoa Peninsula, including the Site. The HBMWD obtains its water supply from the Mad River, which is delivered to the Samoa Peninsula via two separate pipelines for treated drinking water and untreated raw water. A one million-gallon (1-MG) water storage tank, owned and operated by the HBMWD, is located southwest of the Site, between Vance Avenue and New Navy Base Road. The 1-MG water tank contains surface water from the Mad River, supplied to the tank by 42-inch water lines owned and managed by the HBMWD. The 1-MG water tank provides industrial process water to local industrial end-users, including the former pulp mill, Fairhaven Power biomass facility and RMT II. The 1-MG water tank also provides water for local fire suppression use. Additionally, the RMT II site has direct access to an existing sea chest that historically drew seawater directly from the Bay.

<u>Wastewater</u>

The only central sewer treatment system on the Samoa Peninsula is located within the town of Samoa. This system is split into two primary service areas: one serves many of the houses and buildings in Samoa, the other serves a few residential homes and the Women's Club located along Sunset Avenue. The Samoa Pacific Group owns, operates, and maintains the wastewater treatment system serving both service areas. This system includes three large holding tanks, conveyance piping, pumps, a large holding reservoir/pond, and disposal percolation basin. The Peninsula Community Services District (PCSD) is in the process of designing and constructing a public wastewater treatment facility in the town of Samoa. Once operational, it is anticipated that the facility would service the sanitary sewer requirements of the Project.

Electricity and Natural Gas

Electricity is provided to the Samoa Peninsula by the Pacific Gas and Electric Company (PG&E). Power is transmitted to the Site through 115 kilovolt (kV) lines from the source to the PG&E substation located in Fairhaven. An existing 60-kV 20-Megawatt (MW) electrical switchyard is located immediately southwest of the Site. It is currently anticipated that the total capacity of the switchyard will be expanded to 30-35 MW to support future development of the area surrounding RMT II.

Natural gas is supplied to the Site and surrounding area through existing subsurface distribution lines owned and managed by PG&E. The natural gas is supplied to the Samoa Peninsula via a pipeline under Humboldt Bay that begins near 14th Street in Eureka and ends south of Samoa near Bay Street. PG&E currently has a 4-inch steel natural gas service line located adjacent to an electrical substation southwest of the Site.

Storm Drainage

No formal stormwater systems are mapped or managed within the vicinity of the Site, other than a limited number of drainage ditches. However, there is evidence of existing storm drain catch basins and

HBHRCD Multipurpose Dock Replacement Project Conceptual Project Description November 16, 2021 Page 11

underground piping, most of which are owned and operated by private property owners. Given the state of disrepair, development of these industrial sites will require upgrades to meet applicable requirements for stormwater collection and treatment.

Cultural and Historical Resources

As noted above, the Site is situated in a developed industrial area of the Samoa Peninsula where timber processing and pulp mill and timber-related industrial operations historically occurred, beginning around the 1890's. Historic industrial operations at the Site included the Louisiana Pacific Kraft Pulp and Lumber Mill, while the adjacent RMT II was the historic site of the Samoa Pulp Mill. The 6-acre RMT I dock previously served industrial uses and has been subject to repair, partial reconstructions, and even fire throughout its history. Former mill buildings, associated structures, and log decks have been removed from the Site. Therefore, much of the evidence of the historic operations that occurred at the Site is no longer present, likely limiting the need for mitigation of potential impacts to historical resources for many features of the Site that no longer exist. While many of the former structures have been removed from the Site, evidence of the historic operations of the Louisiana Pacific Kraft Pulp and Lumber Mill may remain. A cultural and historical resource study will help to determine if any of the remaining infrastructure holds cultural or historical significance that needs to be accounted for during project development.

Tribal Cultural Resources

The Samoa Peninsula is within the traditional territory of the Native American Wiyot tribe. Their traditional homeland ranged from the Mad River, through Humboldt Bay (including the present city of Eureka), to the lower Eel River basin. An Archaeological and Historical Resource Investigation Report (Cultural Report) was prepared by Roscoe and Associates in September 2020 for the Nordic Aquafarms project proposed on the adjacent RMT II. Additionally, consistent with the requirements of CEQA and the requirements of Public Resources Code section 21080.3.1, as part of the Nordic Aquafarms project environmental review, the County initiated consultation regarding tribal cultural resources pursuant to Assembly Bill (AB) 52 with the Bear River Band of the Rohnerville Rancheria, Blue Lake Rancheria, Cher-Ae Heights Indian Community of the Trinidad Rancheria, and the Wiyot Tribe. No tribal cultural resources within the Nordic Aquafarms project site were disclosed to the County during this consultation process.

While significant and thorough surveys for Tribal Cultural Resources have been performed in the immediate surrounding areas, additional studies specific to the Site may be required prior to ground disturbance related to earth moving, construction, or other physical development actions. Due to the large area of the Site that is currently covered with impervious surfaces that have been present for many years, a cultural monitor may be recommended during construction in areas that local Tribes deem culturally sensitive.

Project Alternatives

Alternative 1 – No Project

Alternative 2 – Reconstruct existing RMT I Wharf in same location

Alternative 3 - Reduced Project: Reduced Wharf improvements

Alternative 4 – Reduced Project: Reduced Wharf and upland improvements

Special Studies

As of the date of this Project Description, the following special studies have been prepared for the proposed project:

1. Wetland Assessment: Redwood Marine Terminal 1, Samoa Peninsula, California. Prepared by SHN. 2020.

HBHRCD Multipurpose Dock Replacement Project Conceptual Project Description November 16, 2021 Page 12

Additional studies completed for conceptual planning and/or project development within close proximity of the Site include the following:

- 1. Draft Environmental Impact Report for Louisiana Pacific Corporation Samoa Terminal Reconstruction. Prepared by Pacific Affiliates Consulting Engineers. June 1994.
- 2. Samoa Industrial Waterfront Preliminary Transportation Access Plan. Prepared by LACO Associates (LACO). December 2013.
- 3. Site Summary and Permitting Work Plan: Ensyn Samoa Biorefinery Project (Assessor's Parcel Number 401-112-021). Prepared by LACO. May 2014.
- 4. Coastal Dependent Industrial Site Inventory Review: Assessor's Parcel Numbers 401-301-05, 401-301-09, 401-311-01. Prepared by LACO. March 2015.
- 5. Samoa Peninsula Wastewater Project, Planning and Design Study. Prepared by GHD and SHN for the County of Humboldt Planning and Building Department. 2018.
- Preliminary Geotechnical Investigation Report: Proposed Nordic Aquafarms California, LCC Development, Redwood Marine Terminal II, Samoa Peninsula, Humboldt County, California. Prepared by SHN. June 2020.
- 7. An Archaeological and Historical Resource Investigation Report for the Nordic Aquafarms California, LLC, Samoa Peninsula Land-based Aquaculture Project, Humboldt County, California (September 2020). Prepared by Roscoe and Associates. September 2020.
- 8. California North Coast Offshore Wind Studies: Port Infrastructure Assessment Report. Prepared by The Mott MacDonald Group and published by the Schatz Energy Research Center. December 2020.
- 9. Interim Measures Work Plan: Former Evergreen Pulp Mill, Samoa, CA, Case No. 1NHU892, Rev 1. Prepared by SHN. 2021.

Regulatory Agencies

Environmental permits, agency consultations and approvals, and associated documentation will need to be filed with the appropriate regulatory agencies in association with the proposed Project. The agencies that may have jurisdiction over the proposed Project may include, but are not limited to the

- 1. County of Humboldt
- 2. California Coastal Commission
- 3. Humboldt Bay Harbor, Recreation and Conservation District
- 4. North Coast Regional Water Quality Control Board
- 5. North Coast Unified Air Quality Management District
- 6. California Department of Fish and Wildlife
- 7. United States Fish and Wildlife Service
- 8. National Marine Fisheries Service
- 9. U.S. Army Corps of Engineers
- 10. State Water Resources Control Board

REQUEST FOR QUALIFICATIONS:

REDWOOD MARINE MULTIPURPOSE
TERMINAL REPLACEMENT PROJECT – DESIGN
AND PERMITTING



ATTACHMENT 2

HUMBOLDT BAY OFFSHORE WIND AND HEAVY LIFT MARINE TERMINAL

EUREKA, CALIFORNIA

U.S. Department of Transportation FY 2021 Port Infrastructure Development Program (PIDP) Grant Application

Project Narrative



Submitted by:



COMMISSIONERS

1st Division

Larry Doss

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Richard Marks

5th Division

Patrick Higgins

Humboldt Bay Harbor, Recreation and Conservation District

(707) 443-0801 P.O. Box 1030 Eureka, California 95502-1030



Department of Transportation
Office of Port Infrastructure Development
Attention: Bob Bouchard, Director
1200 New Jersey Avenue, SE
Washington, DC 20590

July 30, 2021

SUBJECT: Submittal of a \$56 Million Port Infrastructure Development Grant from the Port of

Humboldt Bay for the Development of a New Heavy Lift Marine Terminal to Support the

West Coast Offshore Wind Industry.

The "Small Port" of Humboldt Bay is pleased to submit a grant application for our proposed new heavy lift marine terminal to support the West Coast offshore wind industry. The Bureau of Offshore Energy Management (BOEM) recently announced that the Agency has officially designated two West Coast Call Areas and plans to conduct the lease auction in early 2022. The Port of Humboldt Bay is uniquely situated to become the primary West Coast Port for off shore wind as the Port is located only 30 miles from the Humboldt Call Area; has no overhead draft restrictions, and has hundreds of acres of vacant coastal dependent industrial lands adjacent to our federally maintained deep water channel.

On May 25th the President Biden and Governor Newsom Administration's jointly announced an agreement to open up the Humboldt and Morro Bay Call areas off California. In July 2021, California's approved budget included \$20 million to jumpstart the offshore wind industry \$11 million of the States funding was specifically appropriated to be used as matching funds for this Port Infrastructure Development Grant. A great deal of planning, public outreach, and environmental review has already been completed which should ensure that this project moves rapidly to construction.

According to a 2021 economic impact study funded by the U.S. Department of Defense (DOD), the one-time construction impacts of the project and on-site manufacturing facility would generate approximately \$446 million in industry output to the Humboldt regional economy or approximately \$586 million in industry output across the State of California. The operation of the project facilities and the directly related manufacturing facilities could produce between 3,000 and 6,000 jobs in California by the year 2050, and that the cumulative gross domestic product impacts for both construction and operation could reach as high as \$39.7 billion.

Our Port's maritime industry collapsed with the demise of the timber industry when the nation's housing market collapsed in the 1990's. Our small rural Port and Region would benefit greatly from the \$56 million grant funding to redevelop our ports infrastructure. Thank you for your consideration.

Respectfully.

Larry Oetker Executive Director.

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I. PROJECT DESCRIPTION

A. PROJECT OVERVIEW

Humboldt Bay Harbor, Recreation, and Conservation District (Port Authority) is requesting \$56 million in Port Infrastructure Development Program (PIDP) funding to support the Port Authority's investment in the Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal Project (the Project). PIDP funding will support construction of the infrastructure necessary to redevelop approximately 168 acres that is unused, underdeveloped, or vacant industrial area within the Port of Humboldt Bay into an offshore wind energy supply chain and manufacturing marine terminal. The Port Authority will match the requested PIDP funding with \$85.8 million in port funding, private funding, and state grants. The Project has a Benefit to Cost Ratio of 2.08.

The Project will be developed in three phases, given the aggressive schedule and scale of the Project, the federal offshore leasing process, and the rapid evolution of the Pacific offshore wind industry. These efforts are all driven by President Biden's national goals through the Bureau of Ocean Energy Management) and California's state goals as authorized by Governor Gavin Newsom and the California State Legislature. The phasing plan is shown in Figure 1.

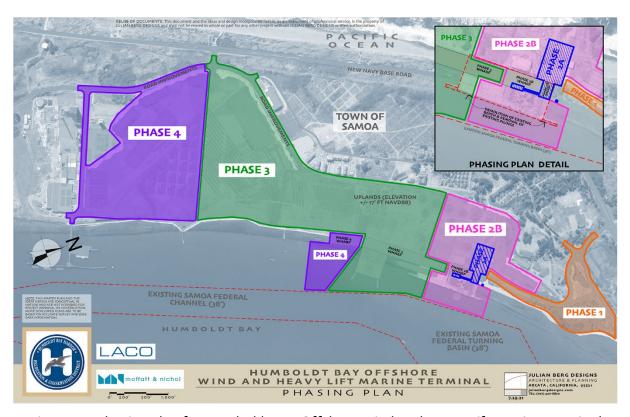


Figure 1: Phasing Plan for Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal

The three phases are as follows:

- **Phase 1.** Finalization of master plan, California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and permitting processes, including environmental mitigation; demolition of existing marine structures; and advance construction of all road improvements. (Total cost \$24.5 million)
- Phase 2A. Initial construction of 12,750 square feet of berthing and heavy lift wharf
 improvements, and 87,200 square feet of associated lay down areas to support early
 testing, emulation, and offshore wind installation activities, up to 150 megawatts (MW).
 The remaining 166 acres will be available for heavy lift and offshore wind operations.
 (Total cost \$42.9 million)
- Phase 2B. Final construction of an additional 66,000 square feet of berthing and heavy lift wharf improvements, and an additional 784,100 square feet of lay down areas to support the manufacture, construction, and installation of 300 MW of offshore wind generating capacity in the Humboldt Call Area. The remaining 146 acres will be available for heavy lift and offshore wind operations. (Total cost \$77.8 million)

Phase 2B will be completed with a mix of federal, state, port, and private funds and leverage substantial further investments in onshore wind manufacturing facilities to support the installation of an additional 14 gigawatts (GW) of offshore wind generating capacity in the Humboldt, Morro Bay, Mendocino, and Del Norte Call Areas. These offshore improvements are necessary to meet both federal and California climate change goals and requirements.

In addition, the Port of Humboldt Bay will provide ongoing maintenance and operational support to the offshore wind industry, providing long-term, good paying jobs to this economically distressed region. Of added value is that, when constructed, the heavy lift terminal can serve as a multi-use or multi-industry facility as other business opportunities arise, such as the transshipment and disassembly of offshore oil platforms.

The federal government announced in May 2021 a goal to deploy 30 GW of offshore wind in the United States by 2030. California Assembly Bill 525¹, as amended June 24, 2021, signed by the governor, directs state agencies to develop a strategic plan and to set statewide goals for maximum feasible offshore wind production by 2030 and 2045. Further, BOEM has identified sites off Morro Bay and the Port of Humboldt Bay as ideal for wind energy development, and the federal and state governments have agreed that BOEM may move forward with lease sales for the sites in 2022. These production goals and lease agreements will drive industry development, including the development of port infrastructure that is purpose-built to support the deployment of offshore wind projects in the Pacific Ocean, as outlined in the recently adopted state budget goals and timelines.

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¹ https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB525

To support the offshore wind industry in the Pacific region, the Port Authority is redeveloping the existing Redwood Marine Terminal Berth 1 at the Port of Humboldt Bay, and its associated uplands, so that it can serve as the primary facility for the manufacturing, import, staging, preassembly, and loadout of large offshore wind components, including both wind turbine generation components and floating foundation components. The marine infrastructure and upland improvements are required to prepare the Redwood terminal at the Port of Humboldt Bay for use by offshore wind developers. Offshore California wind developers require the assurance of available heavy lift marine terminal facilities and upland infrastructure/laydown areas in order to bid on offshore wind leases and to finance the onshore manufacturing and logistic facilities necessary to help meet national goals of installing and deploying ² 30 GW of offshore wind power by 2030.

Offshore wind developers are poised to bid on offshore federal leasing areas near Humboldt and Morro Bay call areas, on the Pacific outer continental shelf (Figure 2), in early 2022. Those leases will allow developers to subsequently finance the onshore manufacturing and logistic facilities necessary to install 4.6 GW of offshore wind power over the next decade³.

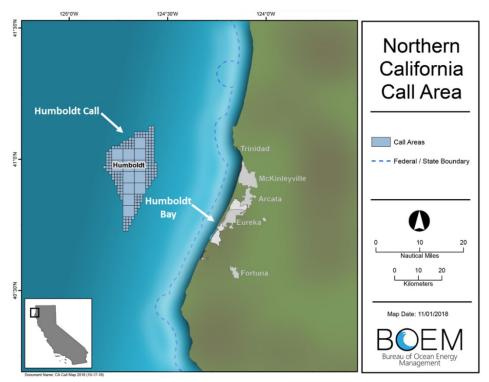


Figure 2: The Offshore Humboldt Call Area

(Source: Bureau of Ocean Energy Management 2018)

https://www.whitehouse.gov/briefing-room/statements-releases/2021/03/29/fact-sheet-biden-administration-jumpstarts-offshore-wind-energy-projects-to-create-jobs/

https://www.gov.ca.gov/2021/05/25/california-announces-historic-agreement-with-federal-partners-to-advance-offshore-wind-development/

B. Project Components and Phasing

The goal of the Project is to begin the implementation of the integrated Port of Humboldt Master Plan as an essential precondition for meeting state and federal goals for the development of offshore wind energy production in California.



Figure 3: Master Plan for Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal

The Project encompasses all the necessary infrastructure design and construction to develop the proposed facilities, including upland preparation, and wharf and berth improvements. Specifically, the PIDP funding request will cover the following three components needed to complete the Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal Project. Itemized elements for each component, including cost estimates, are attached.

i. Component 1: Master planning, NEPA/CEQA, Mitigation, Demolition, and Advance Road Construction

The Project's master planning, environmental studies and permitting for the entire 168-acre project area, mitigation, demolition of marine structures, and access road improvements on the north and south side of the terminal comprise the first major project component.

ii. Component 2A: Initial Berthing, Wharf, Laydown Areas

The initial berth improvements will create two acres of heavy lift tarmac, a 150-ft-wide by 100-ft-long, pile-supported wharf, and a mooring dolphin to the south of the berth. The wharf will support a land-based crane for offloading components and turbine-float assembly. Two acres of upland will be developed to handle heavy lift operations with the required electrical connection to stage the nacelles. This initial project component will support a research sized project of the industry-proposed transmission capacity of approximately 150 MW, and using 12 MW turbines, with a minimum capacity to produce at least one offshore wind turbine tower per month. It is anticipated that Phase 2A construction, as shown in Figure 1, will take two years, allowing upland operations to begin, as Phase 2B is under construction in the second year. The berth will support bulk carriers or barges that deliver wind turbine generator components, component installation onto floating foundations, and foundation rigging for tow out to the installation site. At this stage of development, blades and towers will be staged on adjacent property, and the floating foundations will be manufactured at an alternate site and towed to the berth by tugboats.

iii. Component 2B: Small-Scale Commercial Berthing, Wharf Laydown Areas

As shown in Figure 1, Component 2B will create an additional 150-ft-wide and 450-ft-long pile supported wharf and develop 18 acres of upland for heavy lift operations—including for foundation assembly and marshalling turbine components—that can support a small commercial scale installation of about 250 MW to 300 MW, with 12 MW turbines. The berth will support assembly of foundation components by a bulk carrier vessel or barge, load-out of fabricated foundations onto a semisubmersible barge, installation of turbine components onto the floating foundation, and rigging for tow out to the installation site. At this stage of development, floating foundations will be assembled on the Project uplands. All material from berth improvements will be stockpiled for upland improvements and to raise the subgrade to mitigate sea level rise.

iv. Market-Driven Development (to support 14 GW)

The commitments and approvals to build Phase 2B will enable the Port to engage offshore wind developers, component manufacturers, the State of California, and private financing to construct additional marshalling and foundation assembly areas, as well as manufacturing sites on existing reinforced tarmac to the south. This public and private engagement will begin in early 2022, shortly after the auction of offshore wind leases. The Port Authority has received a great deal of interest from prospective tenants that are prepared to invest in the terminal.

This largescale commercial buildout will add approximately 140 upland acres and 1,500 linear feet of wharf to the infrastructure developed under Components 2A and 2B. The manufacturing sites will be able to produce foundations or wind tower generator components (towers, nacelles, and blades). Based on known European and proposed U.S. factory footprints, the additional 140 acres will be able to support two to three distinct manufacturing sites. The co-location of a vertically integrated manufacturing, fabrication, and marshalling port supply chain will eliminate the need for the trans-Pacific transport of completed foundations, towers, blades, or

nacelles. This leads to an efficient, sustainable, and cost-effective supply chain for the West Coast offshore wind industry.

Unlike the U.S. East Coast, where fixed foundations are used for turbine installation, the West Coast Ocean floor is much deeper, and floating platforms must be used. Open water construction at depths that can reach 40 meters is not practical; therefore, platforms, towers, and blades must be constructed on land and towed out to the wind farm fully assembled. Turbines may have an erect height of approximately 450 feet, and Humboldt Bay is uniquely situated with no overhead obstructions in the harbor entrance, such as the bridges located in San Francisco Bay and near the Port of San Diego.



Figure 4: Graphic Rendering of an Erect Turbine

(Source: Image Courtesy Aker Offshore Wind)

C. PROJECT CONTEXT

The Project will be overseen by the Humboldt Bay Harbor, Recreation, and Conservation District (Port Authority), which operates and governs the Port of Humboldt Bay. As a Special District of the State of California and a county agency, the Port Authority was created by voters in 1973 to address the diverse needs of Humboldt County's tidelands, bays, and estuaries.

Following the decline of the timber industries in Northern California in the 1990s, the County, the Port, and municipalities initiated several activities to improve the local economy. After a 12-year effort, the Humboldt Bay Channel Deepening Project was completed in April 2000, with new 48-foot-deep bar and entrance channels and 38-foot-deep North Bay and Samoa Channels.

The Project will be developed at the Redwood Terminal, the former Louisiana Pacific forest products mill and shipping terminal which was identified in the Port of Humboldt Bay Harbor

Revitalization Plan (2003), the Humboldt Bay Management Plan (2007)⁴ for redevelopment, and the 2013 Samoa Industrial Waterfront Preliminary Transportation Access Plan. In 2017, Humboldt County initiated a land use planning study and the Port Authority identified the market potential for an offshore wind port at the Port of Humboldt Bay as an ideal development alternative for the port, the county, and the region. These studies are attached.

D. LARGER INVESTMENTS

After 2016 and 2020 studies assessing opportunities for wind power development in the U.S. Pacific and along the California coast, BOEM identified potential manufacturing and fabricating areas for offshore wind, and the Humboldt Bay site was identified as ideally suited, with the necessary wind speeds and an existing, proximate port facility. The Port of Humboldt Bay location aligns with state and federal targets for offshore wind development and its heavy industrial planning and zoning designation is attractive to the West Coast offshore wind market and industries. In May 2021, the State of California announced that an agreement with the Department of the Interior and the Department of Defense will open up the West Coast for 4.6 GW of offshore wind development. The Department of the Interior's Bureau of Ocean Energy Management (BOEM) plans to offer a lease sale for an initial 3 GW of energy production in early 2022 within a 399-square-mile area off the Central Coast northwest of Morro Bay and a separate area on the North Coast, off Humboldt County, in areas designated as the Morro Bay and Humboldt call areas, respectively. Current State of California estimates indicate that offshore wind development could reach 14 GW of energy production over the next two decades.

Through Assembly Bill No. 128⁵, the Budget Act of 2021, the Governor has signed and the California State Legislature has appropriated \$10.45 million to develop the Port of Humboldt as the only state-designated offshore wind manufacturing and logistics hub in California.

The provision, as approved by the governor of the State of California, June 28, 2021, reads as follows:

\$10,450,000 shall be used for port development in the County of Humboldt to allow for offshore wind energy. The funds shall be available for encumbrance or expenditure by the State Energy Resources Conservation and Development Commission until June 30, 2024 and shall be available for liquidation until June 30, 2026. The commission may enter into grants with Humboldt Bay Harbor, Recreation, and Conservation District, and the grants shall not require the review, consent, or approval of the Department of General Services or any other state department or agency and do not need to comply with requirements under the State Contracting Manual, the Public Contract Code, or the personal services contracting requirements of Article 4 (commencing with Section 19130) of Chapter 5 of Part 2 of Division 5 of Title 2 of the Government Code. This may be done as conditional grants to the district to pledge as matching funds in the district's applications for federal

 $^{^4\} http://humboldtbay.org/sites/humboldtbay2.org/files/documents/hbmp2007/HumBayMgmtPLAN_print.pdf$

⁵ https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB128

funds for the Humboldt port offshore wind upgrade, or for any other purposes agreed to between the commission and the district. Notwithstanding any other law, the commission may advance some or all of these funds to the district under conditions the commission sets and enter into an agreement with the district and encumber all of the funds in this project, even if part of the project involves preliminary engineering and environmental review work, including taking actions and preparing material to comply with the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) or federal environmental laws.

These State funds, and appropriated Port Authority funds, will allow the Port Authority to match PIDP funds and expedite development of Phase 1 of the Project.

In early 2022, the federal Bureau of Offshore Energy Management (BOEM) will auction leases for both the Humboldt and Morro Bay call areas for development by private developers. The selected developer(s) will then negotiate with the Port of Humboldt to provide infrastructure and site support for the manufacture, assembly, loading, offshore installation, and long-term maintenance of as much as 14 GW of floating offshore wind turbines. This private offshore wind investment is expected to substantially exceed the \$145.2 million total cost of the Project.

E. Transportation Challenges & Project Solutions

The federal government and the State of California have adopted aggressive goals for decarbonization in order to address climate change, with the national goal to achieve 30 GW of offshore energy by 2045 and California's target to be 100 percent carbon neutral by 2045. While offshore wind energy production is one way to move closer to these goals, offshore wind development in California faces a significant transportation challenge: the extraordinary costs and impacts of transporting offshore wind components from Asia to California.

To meet federal and state renewable energy goals for offshore wind production by 2045, hundreds of offshore wind turbines, towers, blades, and floating foundations will have to be deployed off the California coast. However, the manufacture and marshalling of offshore wind components from foreign sources has significant environmental, employment, and financial impacts. Domestic sourcing and transport of offshore wind components from distant locations is not feasible either: Because of their sheer size and weight, offshore wind components cannot be transported efficiently or safely over the road. Instead, individual components must be manufactured and the entire turbine (floating foundation, tower, nacelles, blades) assembled at a port facility with no air draft restrictions, near where they will be deployed. This requires a coastal port location with direct, unrestricted open ocean access and a heavy lift wharf capable of supporting the turbine weight, as well as adequate upland acreage to support manufacturing, marshalling activities, and ongoing offshore operation and maintenance activities.

When complete, the Project would be the first purpose-built marine terminal on the West Coast designed and constructed to support offshore wind equipment manufacture, assembly, deployment, maintenance, and operations. These infrastructure investments will allow a private offshore wind developer to bid on offshore wind leases and to locate offshore wind component

manufacturing facilities (e.g. steel towers, floating foundations, blades, etc.) within the Port of Humboldt. By locating offshore wind manufacturing facilities inside the Port, the Project significantly reduces the costs and impacts of transporting offshore wind components to their ultimate installation off the California coast—as quantified in the Benefit/Coast Analysis.

The Redwood Terminal is located within the Port of Humboldt Bay, with no air draft restrictions, and with direct access to a 48-foot-deep, federally maintained deep water channel. It comprises approximately 168 acres of useable upland space. Because of the extremely large components needed for this industry, upgrades to the existing uplands, utilities, and marine infrastructure are required for the Redwood Terminal to serve as the regional offshore wind staging port, as well as the offshore wind component and foundation manufacturing port. The Humboldt terminal can support additional future BOEM lease areas in Oregon and Central California, including those in the Morro Bay and Diablo Canyon call areas. In addition, the state and BOEM are planning future call area auctions off Del Norte County and Mendocino County, to generate 6.6 GW and 6.4 GW, respectively. In total, the Port of Humboldt could support the development of as much as 14 GW of offshore energy production.

II. PROJECT LOCATION

The Port of Humboldt Bay is on the Samoa Peninsula on the northern coast of California, in Humboldt County, about 270 miles north of San Francisco and 100 miles south of the Oregon border (5). It is a Pacific coastal port with year-round access and centrally located between San Diego and Vancouver, Washington and is the largest deep-water port between San Francisco and Coos Bay, Oregon, to the north. Humboldt Bay is a natural harbor with direct channel access to the Pacific Ocean, at 40.7195° N, 124.2426° W. Humboldt Bay is California's second largest bay, with over six miles of existing federally maintained navigation channels. The Del Norte and Mendocino call areas are within 122 miles of the Port of Humboldt Bay, and can be fully supplied by the Project.

The port is directly west of Eureka, which is the county seat and part of the U.S. Census-defined Eureka Urban Center, representing the most densely populated area in the otherwise sparsely populated, rural California North Coast region.

The Port of Humboldt Bay is accessible by air, sea, and road, with U.S. Highway 101 being the region's primary coastal transportation corridor, and State Route 299, a fully STA Truck-approved transportation corridor that provides the Port of Humboldt Bay with direct access to Interstate 5 and the rest of the nation's Federal Surface and Maritime Transportation Networks. Locally, the Samoa Peninsula is served by State Route 255 (SR 255), a California highway that follows a loop as a local alternative route for U.S. Route 101 (Figure 5).



Figure 5: State and Regional Highway Systems Serving the Port of Humboldt Bay

(Source: U.S. Geological Survey/National Map)

The site's proximity to open water, with no air draft restrictions, is ideal for the manufacture, assembly, marshalling, and deployment of offshore wind power equipment to the proposed development in the Bureau of Ocean Energy Management Humboldt Call Area, about 30 nautical miles west of Humboldt Bay.

The site is especially compelling because it is the only port of sufficient size to support an offshore wind industry between San Francisco and Coos Bay, Oregon, where wind speeds—among the highest in the United States—are ideal for power generation. The Port is only 30 miles from the Humboldt call area, with direct access to open water and the Pacific Offshore Continental Shelf and can provide transportation efficiencies for those responsible for turbine maintenance and operations over the long term.

III. GRANT FUNDS, SOURCES, AND USES OF PROJECT FUNDS

A. PIDP Funding Request

The total cost of the Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal is estimated at \$145.2 million. The Port Authority, private partners, and the State will provide \$85.7 or 59% the total Project cost. This non-federal match includes an \$11 million in state funding for Port of Humboldt Bay development to support the emerging offshore wind industry, as well as an additional \$74.7 million in Port Authority and private commitments from tenant investments and lease payments. An additional \$59.5 million is still needed for Project construction and is requested through the PIDP Grant Program. If federal grant funds are not awarded, construction will be delayed, as the Port Authority seeks alternate sources of funding, which will result in additional costs due to inflation.

B. Project Costs and Funding Sources

The Port Authority is requesting \$59.5 million in PIDP funding for eligible future expenditures. The State of California has committed \$11 million to the Project, and the Port Authority has conditionally committed \$78.2 million in Port Authority and private commitments (pending lease negotiations) to the Project, as shown in Table 1.

Funding Allocation Amount % Port and **Project Component** (Million **Overall PIDP Funds State Funds Private** USD) **Project** (m USD) **Funds** (m USD) (m USD) \$11.0 1. Phase 1 \$24.5 \$12.5 \$1.0 16.9% 2. Phase 2A \$42.9 \$20.0 \$22.9 29.5% 3. Phase 2B \$77.8 \$23.5 \$54.3 53.6% \$11.0 **TOTAL** \$145.2 \$56.0 \$78.2 100% **TOTAL** 100.0%

Table 1: Funding Allocations

The project funding schedule is shown in Table 2.

Table 2: Project Funding Schedule

			<u> </u>		
	2021	2022	2023	2024	2025
Project Costs	\$3,675,000	\$17,150,000	\$20,835,000	\$37,410,000	\$66,130,000

IV. MERIT CRITERIA

A. ACHIEVING SAFETY, EFFICIENCY, OR RELIABILITY IMPROVEMENTS (EFFECT ON MOVEMENT OF GOODS)

The Project is an essential link in the California offshore wind supply chain. Constructing the berthing, wharf, and upland improvements will allow offshore wind developers to compete for offshore wind leases in early 2022. Those developers will then be able to lease and develop offshore wind manufacturing sites within the Port of Humboldt to produce towers, foundations, blades, or possibly nacelles.

Transporting and manufacturing these offshore wind components from the Port of Humboldt instead of importing those components from Asia (likely South Korea) to the Port of Humboldt will improve the safety, efficiency, cost effectiveness, and reliability of the entire offshore wind supply chain. As quantified in the attached benefit/cost analysis, these Project benefits exceed \$54.8 million over the life of the Project

B. SUPPORTING ECONOMIC VITALITY AT THE NATIONAL AND REGIONAL LEVEL

The Project benefits have been assessed in relation to the economic value that the Project will provide to the regional and state economies through the construction and operation of an offshore wind manufacturing, supply chain, and maintenance facility. Apart from these benefits, the Project moves the state of California and the nation as a whole toward clean, renewable energy goals.

According to a 2021 economic impact study funded by the U.S. Department of Defense (attached as "Economic Impact") the one-time construction impacts of the Project and the one-time construction impacts of the on-site manufacturing facility would generate approximately \$446 million in industry output to the Humboldt regional economy or approximately \$586 million in industry output across the State of California.

Based on a further literature review, that study estimated that the operation of the Project facilities and the directly related manufacturing facilities could produce between 3,000 and 6,000 jobs in California by the year 2050, and that the cumulative gross domestic product impacts for both construction and operation could reach as high as \$39.7 billion.

i. Benefit-Cost Analysis Summary

The benefits tied to the Project and quantified for the purposes of this BCA are derived from reductions in the following activities and related costs:

- Transportation associated with the towing of fully assembled turbines from the Project to the Humboldt Call Area compared to from a more distant staging location (Morro Bay)
- Transpacific trips of component pieces (towers, blades, and nacelles) produced in Asia by allowing a manufacturing operation to co-locate itself with the staging port in Humboldt

• Transportation of operations and maintenance crews to the Humboldt Call Area through the Project compared to a more distant location (Coos Bay)

The benefits generated from the sources described above have been classified into the following categories and reflect the difference between the build and no build scenarios.

- Achieving safety, efficiency, or reliability improvements
- Supporting economic vitality at the national and regional level
- Addressing climate change and environmental justice impact

The BCA reflects U.S. Department of Transportation's (USDOT) standard guidance regarding forecast periods and discount rates. As such, all estimates were calculated over a 20-year operation period, starting in 2026 at the project's completion in the Build scenario. A discount rate of 7% was used throughout the analysis. The results of this BCA are summarized in Table 3.

Table 3: BCA Summary Results Present Value (PV) (\$2019 Million)

Category	PV (\$2019 Million)
A. Achieving Safety, Efficiency, or Reliability Improvements	\$54.38
B. Supporting Economic Vitality at the National and Regional Level	\$135.89
C. Addressing Climate Change and Environmental Justice Impacts	\$17.52
Operating and maintenance costs	\$5.13
Total Benefits	\$202.67
Project Costs	\$103.84
Residual Value	\$13.34
Benefit to Cost Ratio	2.08
Net Present Value	\$112.17

C. Addressing Climate Change and Environmental Justice Impacts

The Project will simultaneously address climate change and any environmental justice impacts, including carbon neutral electricity by 2045 through in-state manufacturing. Offshore wind will help the nation and the State of California reduce the long-term impacts of climate change. In conformance with federal executive orders, California law, and the Humboldt General Plan, the Port Authority will continue its proactive approach to environmental justice in the joint NEPA/CEQA review processes, currently scheduled to begin in Q4 2021.

i. Climate Change and Sea Level Rise

The development of offshore wind power is an essential element in the national and state climate change strategies. The Humboldt Bay Offshore Wind and Heavy Lift Terminal Project will help California and the U.S. reduce their carbon emissions and begin addressing the global problem of climate change.

The Project site and surrounding shoreline are vulnerable to the effects of climate change-driven sea level rise, which has been recognized to potentially increase inundation, flooding, coastal erosion, increased wave force, changes in sediment supply and movement, damage to infrastructure, and, in low-lying areas, permanent inundation by high tides. The Project was evaluated and designed to address impacts from climate change-related sea level rise, and in accordance with the California Coastal Commission sea level rise policy guidance adopted in 2018, the current wharf design elevations assume sea level rise to the adopted 2100 sea level rise elevation.

The terminal design will include "green" infrastructure, such as wharf electrification to minimize ships idling at berth to maintain power onboard when the ships are unloading or loading. The terminal facility will also include stormwater facilities that meet local and state water quality requirements for stormwater control. Subject to negotiation with offshore wind developers, the Port will also seek manufacturing facilities and processes that minimize carbon emissions and airborne pollutants and use the maximum amount of renewable energy.

ii. Environmental Justice

The project will be completed in accordance with Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations" as required under NEPA. Communities potentially impacted by the proposed project will be identified through review of existing studies (e.g. Humboldt Bay Regional Plan, Samoa Town Master Plan, City of Eureka Community Background Report) and completion of an assessment of the project construction and operations relative to the communities in the area, particularly as it relates to potential impacts to low income and underrepresented communities.

Environmental justice has been incorporated into the 2017 Humboldt County General Plan, and because the project will require a development permit from the county, the project will comply with county policy, which is defined as follows:

Environmental justice is defined as the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies. The concept of environmental justice is incorporated into the general policies put forth in this chapter and is reflected in various policies throughout the Plan. The issue is a civil rights matter, grounded in the Equal Protection Clause of the U. S. Constitution. The Fourteenth Amendment expressly provides that the states may not "deny to any person within [their] jurisdiction the equal protection of the laws." Both U. S. and California law includes directives to consider this issue in local decision making. Recent California law recommends general plan provisions that specifically foster equitable distribution of new public services and facilities, avoidance of pollution in proximity to schools and residential areas, and promotion of expanding opportunities for transit-oriented development.

(Humboldt General Plan 2017)

The project is located in the industrial area of the town of Samoa, north of the unincorporated town of Fairhaven, and across the Bay from the city of Eureka. These communities will be affected to various degrees by the development and operations of the proposed terminal project; however, the development will be within the existing boundaries of the terminal property and will be designed to minimize, avoid, and mitigate potential impacts to the surrounding communities. In addition, Humboldt Bay and the Samoa Peninsula are located in the ancestral home of the Wiyot Tribe.

The Port Authority will include extensive early public outreach to interested stakeholders including residents of the peninsula and tribal stakeholders (e.g. Wiyot Tribe) to obtain feedback and comments on the project from the public. The Port Authority understands that commercial, subsistence, and recreational fisheries are important to the communities around the Bay. The Port Authority will engage in targeted outreach to those communities that fish in and around the Bay to obtain their early input and comments on the proposed project. The Port Authority will work to engage community members during the scoping process and throughout permitting and will provide for informational materials translated for non-English speaking community members as well as information disseminated in formats for sight or hearing-impaired members of the community. The Port Authority's public outreach during planning and permitting stages of the project to evaluate local concerns and ensure inclusive involvement is in alignment with the Humboldt Bay Management Plan's (May 2007) environmental justice goal to involve "all people, regardless of race, color, national origin, or income" in development planning, as well as in creating a brownfield contamination assessment and clean-up strategy.

D. ADVANCING RACIAL EQUITY AND REDUCING BARRIERS TO OPPORTUNITY

The Port of Humboldt Bay is all within a federally designated opportunity zone (ID No. 06023001300), as is the surrounding community. It is one of eight opportunity zones in Humboldt County. The site is also within a federal foreign trade zone.

The decline of the timber industry and subsequent mill closures in the project area resulted in living wage job losses that have left a void in the area's employment structure. The project area and surrounding communities have a higher percentage of people unemployed and living below the poverty level, compared to state and federal averages (Table 5). The median income for the area is almost half that of the statewide level. These statistics are indicative of a population of the working poor. The Project and directly related offshore wind energy development will revitalize waterfront industry at the terminal and provide living wage jobs to nearby communities.

i. Disproportionality Impacted Populations

Humboldt County is home to 10 federally recognized American Indian tribes⁶, and many of these tribal members reside in the project area. Demographic data support a higher-than- national or higher-than-statewide percentage of American Indian population. The percentage of American Indians in Humboldt County is five times the national average. Tribal members suffer disproportionately from high regional unemployment and poverty rates. The Port Authority will work with tribes and the county workforce investment board to seek employment opportunity for tribes and other disadvantaged communities in Humboldt County.

Of note, the area is the ancestral homeland of the federally recognized Wiyot tribe. The tribe was the victim of a massacre and subsequent resettlement that removed the tribe from their ancestral homeland on Humboldt Bay in 1860. Today, tribal members often return to the bay to gather clams from the tidal mud flats on the south end of the bay and hold renewal ceremonies on Indian Island. The safety of this traditional food source and sacred place is a concern to the tribe and other community members.

Table 4: Demographic Information for the Project Area

Demographic	Samoa Census	Humboldt County	California	National
Population:	212	135,940	39,512,223	328,239,52
Unemployment Rate:	19.6%	6.6%	5.1%	4.5%
% below Poverty Level:	33.1%	19.6%	11.8%	12.3 %
% Minority:	41.0%	26.2%	63.7	40.1%
Black or African American (alone)	0%	1.3%	5.5%	12.4%
Hispanic or Latino (of any race)	4.2%	12.1%	39.4%	18.4%
American Indian/Alaska Native (alone)	2.4%	4.6%	0.4%	0.7%
Asian (alone)	0%	2.6%	14.6%	5.6%
Native Hawaiian/Pacific Islander (alone)	1.4%	0.4%	0.4%	0.2%
Other Race (Alone)	0%	0	.03%	.03%
Two or more races	33%	5.2%	3.1%	2.5%
Median Household Income:	\$42,292	\$51,662	\$80,440	\$65,712

Sources:

https://data.census.gov/cedsci/table?g=1600000US0664392&tid=ACSDP5Y2019.DP05&hidePreview=true

https://data.census.gov/cedsci/table?g=0500000US06023&tid=ACSDP5Y2019.DP05&hidePreview=true https://data.census.gov/cedsci/table?g=0400000US06&tid=ACSDP1Y2019.DP05&hidePreview=true

Tittps://data.census.gov/cedsd/table?g=04000000500&tid=AC5DP112019.DP05&filderfeview=true

https://data.census.gov/cedsci/table?g=0100000US&tid=ACSDP1Y2019.DP05&hidePreview=true

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⁶ https://humboldtgov.org/DocumentCenter/View/1371/Chapter-6-Cultural-Resources-PDF

ii. Project Contributions to Advancing Racial Equity and Reducing Barriers to Opportunity

The Project will require coordination with many agencies and organizations. Each of these entities is committed to actively addressing racial equity and equal employment opportunities through policy and practice.

a. Humboldt State University and the College of the Redwoods

The Project will benefit from the designation of Humboldt State University in 2022 as a polytechnic institution, which is supported by a \$458 million appropriation in the recent California state budget. The new funding will enable Humboldt State to launch as many as 10 new academic programs by fall 2023, with an emphasis on engineering, technology and applied sciences including additional resources to support renewable energy education. As a state university, Humboldt State is highly diverse and among the campus's STEM majors, 56% are women and 40% are from underrepresented ethnic groups⁷. The Project offers the potential for these students to seek employment within the offshore wind industry after graduation from Humboldt State University and the College of the Redwoods.

In response to disproportionate impacts on the county's American Indian population, Humboldt State University has actively reached out through its Indian Natural Resource, Science and Engineering Program (INRSEP), which serves Native American students majoring in the sciences and related disciplines. The program has been successful in placing nearly all of its students in graduate programs or career-related positions in private industry as well as federal, state, tribal, and non-profit agencies⁸. This program directly relates to the economic and employment benefits the Project will bring to the community and, specifically, to the indigenous peoples of Humboldt County.

b. Outreach to Disadvantaged Communities and Organized Labor

The Port Authority will develop an aggressive strategic Project workforce outreach, training and deployment plan that will include consultation with labor organizations and prospective developers.

E. LEVERAGING FEDERAL FUNDING TO ATTRACT NON-FEDERAL SOURCES OF INFRASTRUCTURE INVESTMENT

For the PIDP grant request, the Port Authority, the State of California, and post-leasing private partners are committed to matching the Project at 60% of the total project cost.

The more significant leverage will be the private investments in manufacturing facilities and additional infrastructure that will be induced by the federal, state and Port Authority investments in the Project. These private investments are expected to substantially exceed the total cost of the Humboldt Bay Marine Terminal Project.

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 $^{^7\} https://www.northcoastjournal.com/NewsBlog/archives/2021/07/13/hsus-polytech-push-receives-458-million-from-state$

⁸ https://www.humboldt.edu/nativeprograms/

V. PROJECT READINESS

The Port Authority has collaborated with numerous federal, state, regional, and local entities to prepare for the Project.

A. TECHNICAL CAPACITY

The Port Authority has a long history of working with federal and state agencies to permit and construct large public works, environmental restoration/mitigation projects, and public private partnerships.

The Port Authority regularly coordinates and refers permit applications, CEQA environmental documents, and projects to federal and state regulatory agencies. The Port Authority regularly coordinates with NOAA, NMFS, USF&W, USEPA, USACE, U.S. Coast Guard at the federal level and California Fish and Wildlife, Water Board, Coastal Commission, Coastal Conservancy, Energy Commission, Natural Resources Office of Historic Preservation, and other state agencies. Humboldt County also has 10 federally recognized American Indian tribes and the Port Authority regularly consults with tribal governments on a government-to-government basis.

In the last two years the Port Authority has certified an environmental impact report under CEQA for an intertidal aquaculture project and a dredging sediment management plan. The Port Authority is also in the final public comment stage of an environmental impact report for the indoor recirculating aquaculture project. The Port Authority is a trustee agency and has been granted authority by the California Legislature for managing almost all of the tidelands in Humboldt Bay.

To further the Port Authority's experience and qualifications, the Port has long term relationships with nationally recognized program management, civil engineering, port and land use planning, and marine terminal designers. These resources will support the Port Authority throughout the life of this project.

i. Experience and Understanding of Federal Requirements

The Port of Humboldt has direct experience and understanding of federal requirements, including NEPA, USACE Permitting, and USACE dredging projects. In addition, the Port has managed several smaller EDA and EPA grant projects and studies. An illustrative list of those projects is attached as "Federal Projects."

ii. Experience Working with Federal Agencies

As a working port, the Port of Humboldt has longstanding working relationships with USACE and MARAD. The state and federal offshore wind initiatives have required the Port to also work closely with the Department of Defense, the Bureau of Offshore Energy Management, and the Fish and Wildlife Service.

iii. Experience with BUILD, INFRA and PIDP Awards

None.

iv. Experience with Large-Scale Infrastructure Projects

The Port Authority currently has underway:

- A \$22 million jetty replacement project with USACE
- Annually dredges of approximately one million cubic yards of sediment from the federal navigation channel, working with USACE
- Annual maintenance dredging Port of Humboldt Bay facilities
- Extensive USEPA brownfield remediation of a former pulp mill (Port)
- Broadband cable landing of four trans-Pacific cables (Port Authority/private partnership)
- A \$500 million, 660,000-square-foot indoor recirculating aquaculture project on Port of Humboldt Bay property is currently at the public hearing stage of (Port Authority/private partnership).
- Last year the USEPA completed an Environmental Impact Statement for the expansion of the Humboldt Open Ocean Disposal Site for dredge sediment (USEPA/USACE/Port Authority)
- Last year completed former dock piling removal project as mitigation (Port)
- Previously completed federal navigation channel deepening project (USACE/Port Authority)

B. CONSTRUCTABILITY

Beginning with a 2003 study, the Port of Humboldt identified market opportunities for bulk and heavy lift marine terminals and planned accordingly with implementation studies in 2007 and 2013. In 2017, a further study identified offshore wind manufacturing and logistics as potential port tenants and users, respectively. The State of California has specifically designated the Port of Humboldt as a California center for the manufacturing, logistics, and maintenance services for the Northern California offshore wind industry.

These prior studies and recent offshore wind designations are all based on the longstanding use of the Port of Humboldt for bulk and industrial uses. To serve the needs of the offshore wind industry, the Port of Humboldt has adapted a successful heavy lift terminal design to the specific site, loading, and geotechnical conditions at the Port of Humboldt and the offshore wind industry.

The upland improvements to serve the marine terminal are consistent with past utility, surcharge, sitework, roadway, stormwater, and mitigation performed by the Port or its tenants.

This level of Project planning and design will allow the joint NEPA/CEQA process to begin in Q4 2021, with Project obligation occurring in mid-2022.

i. Project Schedule

Project Task	Estimated Duration (Months)	Estimated Duration (Project Year/Date)
Permitting	20-26	December 2021 - July 2023/January 2024
CEQA/NEPA	15	December 2021 - February 2023
Design	20	August 2021 – March 2023
Procurement, Bidding, Contractor Selection	5	April 2023 – August 2023
Construction - Phase 1	16	September 2023 – December 2024
Construction - Phase 2B	31	December 2023 – June 2026

ii. Risk Mitigation

At this point in the Project, there are certain risks, as listed in Table 5.

Table 5: Project Risks and Mitigation Strategies

Risk	Description	Impact/ Probability	Mitigation
BOEM Auctions	BOEM auctions are delayed due to market changes or litigation	Moderate/ Moderate	Delay Phase 2A
State Funding	State appropriation is rescinded or delayed due macroeconomic or regulatory conditions	High/ Moderate	Accelerate post-lease negotiation with private developers
NEPA/CEQA Approvals	NEPA or CEQA approvals delayed due to litigation or extended reviews, exposing Project to further delays and cost increases (likely \$10m increase for each year of delay)	Moderate/ Moderate	Robust & early outreach to institutional and community stakeholders
PIDP Grant Request	Rejection of PIDP grant request prevents demolition and advance construction from occurring, exposing Project to further delays and cost increases (likely \$10m increase for each year of delay)	High/ Moderate	Award PIDP grant

C. ENVIRONMENTAL RISK

To reduce the environmental risk to the project, the Port Authority has been coordinating with the state and federal agencies charged with implementing President Biden and Governor Newsom's May 25, 2021, announced goal to open up the Pacific Coast to its first commercial-scale auction for renewable, clean offshore wind energy projects in early 2022. This significant milestone is part of the Biden Administration's goal to create thousands of good-paying, union jobs through the deployment of 30 GW of offshore wind by 2030. The initial Humboldt and Morro Bay call areas for offshore wind development in the Pacific Ocean could bring up to 4.6 GW of clean energy to the grid, enough to power 1.6 million American homes.

The Port Authority has prepared a master plan to repurpose an existing 168-acre marine terminal into a new modern heavy lift terminal designed to meet the needs of the emerging West Coast

offshore wind industry. Preliminary engineering of the initial phase of the project has been completed and the USEPA has included the entire 168 acres in its brownfield assessment and clean-up program to assist with the adaptive reuse of this property. The Port Authority has prepared wetland delineations/biological assessments, eel grass surveys, cultural resource assessments, sea level rise studies, tsunami hazard studies, and screening level assessments of other potential impacts, and is in the process of preparing the additional technical reports required to complete the NEPA and CEQA compliance documents for the overall master plan.

Three environmental impact reports (EIR)under CEQA have been prepared for property surrounding the project site within the last three years. These EIRs have established a clear understanding of the baseline conditions of the area.



Figure 6: Map Delineating EIR Study Areas

(Source: Humboldt Bay Harbor, Recreation, and Conservation District)

The Nordic Aquafarms EIR to the immediate south specifically included an analysis of the cumulative impacts of all projects including the proposed 168-acre heavy lift terminal and manufacturing and staging. One of the EIR's is in Humboldt Bay adjacent to the site, and one to the west includes approximately 40 acres of the 168-acre total area and to the south that includes approximately 30 acres of the proposed site. Many of the technical reports from the prior

projects can be updated and expanded, which will help to streamline the permitting process. In addition, because the regulatory agency has already reviewed several surrounding projects and are familiar with the sites, the environmental concerns are well known.

Because of the comprehensive evaluation and technical reports of the environmental impacts surrounding the project site, it is anticipated that the proposed EIR/EIS will be able to build on these existing environmental review documents.

State of California has budgeted \$6.5 million for the State Ocean Protection Council (\$2.125 million), Coastal Commission (\$0.875 million), and Department of Fish and Wildlife (\$3.5 million) to coordinate with BOEM, the Port, and others on the assessment of the overall environmental impacts of the new offshore wind industry to marine life, fisheries, cultural resources, and recreation.

The Port Authority and state regulatory agencies have begun initial CEQA/NEPA consultation and have identified eel grass and wetland issues as areas which will require mitigation. The Port Authority has designed the proposed project in a manner that minimizes those impacts and has identified mitigation sites and contracted with a firm to prepare eel grass and wetland mitigation projects to comply with NEPA and CEQA. The Port Authority anticipates that an Environmental Assessment/Finding of No Significant Impact under NEPA and an Environmental Impact Report under CEQA will be required. The project will also require permit/s from the Port Authority, a Coastal Development Permit from the State Coastal Commission, and a Clean Water Act 401 permit from the State Water Board, and 404 Permit from the US Army Corps of Engineers.

As the Port of Humboldt Bay is a small port, the Port Authority is requesting authorization to incur costs prior to the grant award for preliminary engineering and environmental review under NEPA and CEQA. The Port Authority plans to enter into contracts to prepare the CEQA EIR/NEPA EIS in December 2021.

The proposed project is directly adjacent to the existing USACE federally maintained navigation channel and the project is not contingent upon any investments or planned activities, other than existing annual maintenance dredging, by the USACE.

i. Project NEPA Status

The NEPA/CEQA review process will be initiated in in Q4 2021. The Port Authority proposes to submit a combined NEPA environmental impact statement and CEQA environmental impact review document for agency review of the potential Project impacts. The Port Authority plans to address the NEPA review requirements through a combined environmental document, likely an environmental impact statement, and expects that MARAD and the Port Authority will lead the project review.

ii. Environmental Permits and Reviews

Local, state, and federal consultation and permits will be required and it is expected that an environmental impact statement (EIS) will be required for NEPA review and an environmental

impact report will be required for CEQA review. The overall permit/regulatory approach includes a combined submittal for NEPA/CEQA consultation as well as permit applications, agency consultation, and stakeholder outreach as required to obtain local and state authorization for the project. The Project will require permits, consultations, and approvals from the following agencies/stakeholders, as shown in Table 6.

Table 6: Permits, Consultations and Approvals

	o. Terrints, consultations and	
Permit/Review	Agency/Consultation	Trigger
Federal		
Section 10/404 of CWA	U.S. Army Corps of Engineers	Impacts to Waters of the U.S., wetlands,
		dredging
Section 408	U.S. Army Corps of Engineers	Potential impacts to navigation channel
		(USACE facility)
Section 7 ESA consultation;	National Marine Fisheries Service	Potential impacts to ESA species/habitat
Biological Opinion	U.S. Fish and Wildlife Service	(bay is green sturgeon critical habitat)
Section 106 of National Historic	California Office of Historic	Potential impacts to cultural or tribal
Preservation Act	Preservation/Tribes	cultural resources
Tribal Consultation AB 52	Interested Tribes/Native American	Potential impacts to tribal cultural and/or
	Heritage Commission	treaty resources
CZMA concurrence	California Coastal Commission	Project in Coastal Zone
FAA Obstruction Evaluation	Federal Aviation Administration	Projectis near an airport
PATON	U.S. Coast Guard	Construction of new in water structures
		and associated navigational aids.
MMPA	National Marine Fisheries Service	Potential impacts to marine mammals
Migratory Bird Treaty Act	California Department of Fish and	Potential impacts to migratory birds
	Wildlife	· · ·
	U.S. Fish and Wildlife Service	
	Humboldt Bay Harbor, Recreation	
	and Conservation District	
Bald/Golden Eagle Protection Act	California Department of Fish and	Potential impacts to eagles
	Wildlife/U.S. Fish and Wildlife	
	Service	
State and Local Approvals		
Section 401 WQC	Eureka Plain, North Coast Regional	Construction, wetland impacts, impacts to
	Water Control Board	Waters of the US or State, turbidity
		impacts
1602 Streambed Alteration	California Department of Fish and	Impacts to drainage features (Waters of
Agreement; Incidental Take Permit	Wildlife	the State); impacts to special status
		species
Lease Agreement	California State Lands Commission	Encroachment into State Lands
Coastal Development Permit	California Coastal Commission or	Coastal development. May be Humboldt
	authorized local permitting authority/	County if they update their coastal
		program
Development Permit	Humboldt Bay Harbor, Recreation	Terminal development.
	and Conservation District	
SWPPP and WQMP	Eureka Plain RWQCB	Construction and facility design.
California Air Resource Board	North Coast Air Quality Management	Changes to operating facility emissions.
Operating Permit	District	

iii. State and Local Approvals

The project will be subject to multiple permits and approvals under state and local regulatory agencies. The permit/reviews, regulatory agencies, and triggers for the required permits are summarized in Table 6, including Local tribal entities under Section 10/404 of the Clean Water Act, Section 106 of the National Historic Preservation Act, and as required by California Assembly Bill (AB) 52 – Tribal Cultural Resources.

iv. Environmental Reviews, Approvals, and Permits by Other Agencies

While the need for additional environmental reviews, approvals and permits may arise as the Project matures, the Project is similar to previous developments at the Port and in the region. The key to minimizing regulatory risk and surprises is a robust scoping and outreach process at the outset of the NEPA/CEQA process.

v. USACE Involvement

As summarized in Table 6, the USACE jurisdiction for the project will be based on the proposed in-water work for the terminal within a navigable waterway including wharf demolition, wharf construction and berth deepening as well as construction impacts to wetlands under Section 10 of the River and Harbors Act and Section 404 of the Clean Water Act. The USACE's regulatory authority is also triggered by the project work that will be completed adjacent to the Humboldt Bay federal navigation channel and turning basin, which will require an evaluation of potential impacts to the channel by the project under Section 408 of the Rivers and Harbors Act.

A federal agency may not issue a permit or license to conduct any activity that may result in any discharge into waters of the U.S. unless a Section 401 water quality certification is issued, or certification is waived, by the State Water Resources Control Board.

According to a wetland assessment (SHN 2020), potential wetlands and jurisdictional waters of the U.S. were observed within the Project area, but wetland boundaries were not delineated; therefore, a protocol-level wetland delineation will be necessary, followed by the determination of potential impacts to the identified wetlands.

vi. Environmental Studies

The Port Authority will complete baseline studies to evaluate existing conditions at the Project site and to evaluate and quantify the Project's impacts to the environment and community. Many of these studies were completed in recent years or are currently underway as part of previous economic development or offshore wind feasibility studies. A listing of these studies is included as an attachment to this narrative.

VI. DOMESTIC PREFERENCE

The Port fully anticipates developing the Project in accordance with Buy America, Buy American, and all relevant federal, state, and local procurement requirements.

VII. DETERMINATIONS

Project Determination Guidance F	Project Determination
	The Project allows private developers to bid on
	offshore wind leases by providing a phased approach to
• •	berthing, wharf, staging, storage, and site
	improvements for the industry. The site improvements
·	will also allow for the construction of up to three
-	manufacturing facilities to produce offshore wind
c	components (foundations, towers, blades, and
r	nacelles).
	Manufacturing offshore wind components domestically
	(instead of sourcing from Asian producers) will result in
v	very significant and quantifiable improvements in the
s	safety, efficiency, and reliability of the movement of
	offshore wind components through the production
	supply chain. The value of these supply chain benefits
€	exceed \$54 million over the life of the Project.
• •	The Project has a benefit-cost ratio of 2.08, including
	nearly \$136 million in economic vitality benefits over
	the life of the Project. Many of the economic benefits,
	including higher education and job training, will accrue
	to the immediately surrounding communities –
	including substantial representation of low-income,
	minority, and indigenous communities.
	Given the aggressive state and federal timelines for
	achieving statewide carbon neutrality and federal offshore wind leasing, the Project is broken into phases
	in order to accommodate the limited resources of the
	Port Authority and its post-lease negotiations with
	private developers of offshore wind facilities and their
· ·	manufacture.
	The Project phases are not independent components
	with independent utility. Each phase represents an
	essential and prudent fiscal and scheduling choice by
	the Port Authority.

Project Determination Guidance	Project Determination
3. The eligible applicant has the	The Humboldt Bay Harbor, Recreation and
authority to carry out the project.	Conservation District (the Port Authority) is a trustee agency and has been granted authority by the California Legislature for managing almost all of the tidelands in Humboldt Bay.
	The Port Authority owns all of the land involved in this Project and exercises a degree of oversight on behalf of the State.
	As noted above, the California Governor and State Legislature have designated and provided funding to the Port Authority as the Northern California locus of offshore wind development, manufacturing, operations, maintenance, and training.
4. The eligible applicant has sufficient funding available to meet the matching requirements.	The Port Authority and the State of California have appropriated \$12 million towards the funding of Phase 1 of the Project. Similar to other offshore wind developments on the east coast, the Port Authority will negotiate with the winners of the offshore lease auctions to provide additional private funding to complete funding for Phases 2A and 2B.
	These private developers are expected invest well beyond Phases 2A and 2B by funding additional infrastructure and onsite facilities for the manufacture of offshore wind components (foundations, towers, blades, nacelles).
5. The project will be completed without unreasonable delay.	The Port Authority has conducted preliminary planning and design work that has included coordination with local, state, and federal agencies to assist in facilitating receipt of permits for construction. State and local funding will be used to advance the permitting and design work for project readiness. The early agency involvement and planning work will help streamline the receipt of permits which will dictate the start of construction and timing to obligate funds. Phase 1 is planned to start construction after receipt of permits, which is anticipated to be in QTR 3 2023. Project construction would commence 2 to 3 months after receipt of permits or near the end of calendar year 2023 and have a total duration of 16 months with completion by Jan 1, 2025. Expenditure of funds would be completed by QTR 1 2025 based on receipt of

ermits in QTR3 2023. Obligation of funds would need of start in QTR 4 2023 during the early stages of the construction. An estimated 75% of the requested 12,500,000 would occur in the first twelve months of construction or calendar year 2024. Thase 2A/2B is planned to start construction after eccipt of permits and approximately 6 months after the start of phase 1 work to allow for mitigation work to commence prior to the start of the new work. Start of construction is anticipated to be QTR 1 2024 and ave a total duration of up to 31 months with completion by June 30, 2026. Expenditure of funds yould be completed by start of QTR3 2026 based on account of normits in QTR3 2023. Obligation of funds
eceipt of permits and approximately 6 months after the start of phase 1 work to allow for mitigation work to commence prior to the start of the new work. Start of construction is anticipated to be QTR 1 2024 and ave a total duration of up to 31 months with completion by June 30, 2026. Expenditure of funds would be completed by start of QTR3 2026 based on
eceipt of permits in QTR3 2023. Obligation of funds vould need to start in QTR 1 2024 during the early tages of the construction. An estimated 75% of the equested \$43,500,000 for phases 2A/2B would occur etween June 2024 and December 2025.
the Project cannot be completed without up-front ederal funding. rivate offshore wind developers will not aggressively ursue or price offshore wind leases without the ssurance of a nearby staging port and affordable ccess to domestically produced offshore wind omponents. the Project scope cannot be further reduced. The roject phasing was done in recognition of the limited esources available to the Port Authority.
'I '

HUMBOLDT BAY OFFSHORE WIND AND HEAVY LIFT MARINE TERMINAL

EUREKA, CALIFORNIA

Attachment 5

Concept Design Drawings

Submitted by:

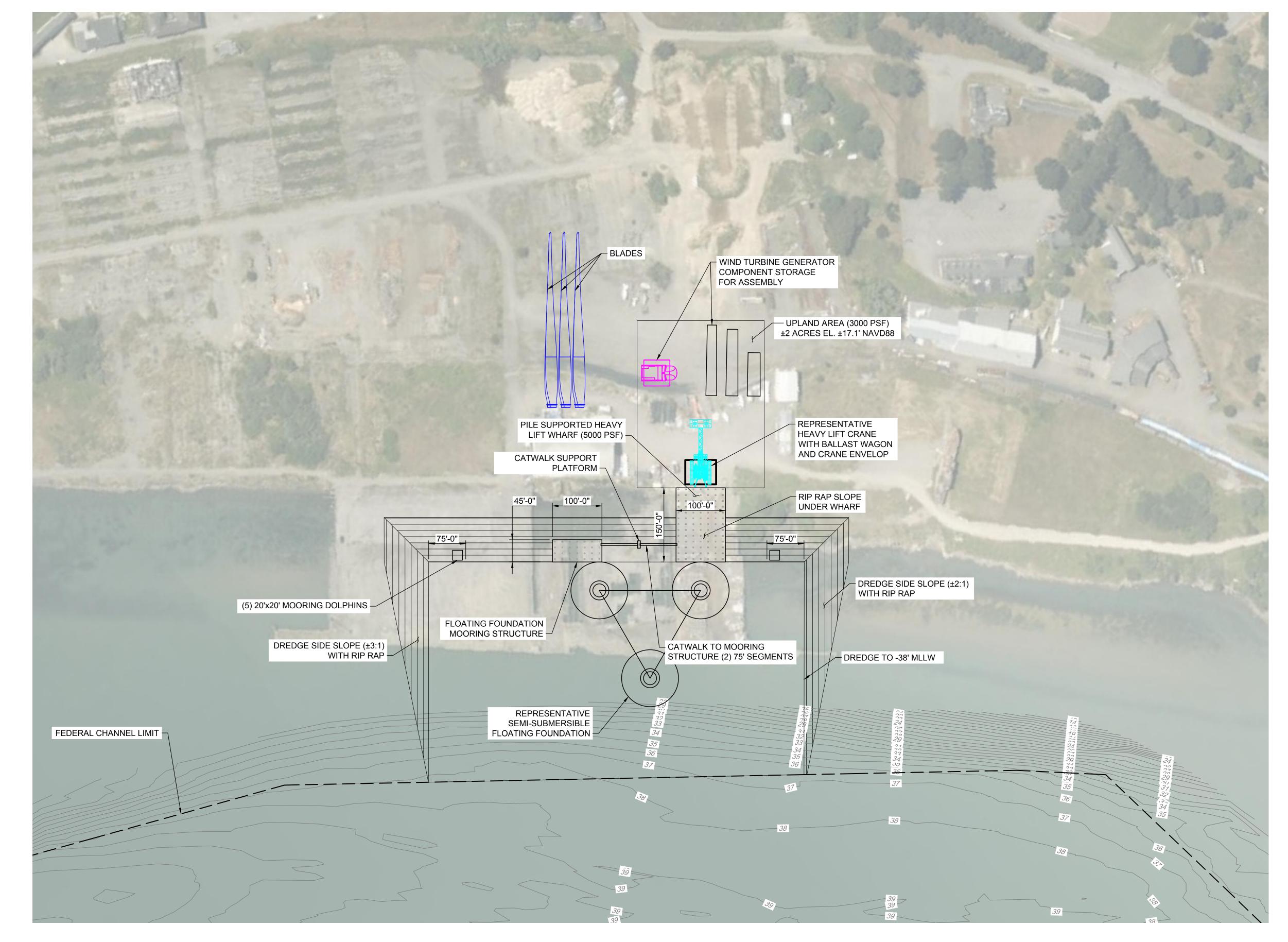




NOTES

- 1. BATHYMETRIC SURVEY DATA SOURCE: USACE HYDRO SURVEY, HUMBOLDT BAY CHANNEL, SAMOA - CONDITION SURVEY, 22 APRIL 2021. ELEVATIONS ARE REFERENCED TO MEAN LOWER LOW WATER (MLLW).
- 2. TOPOGRAPHY DATA SOURCE: NOAA DATA ACCESS VIEWER, 2019 LIDAR EUREKA, CA. ELEVATIONS ARE REFERENCED TO NAVD88.
- 3. DATA UNAVAILABLE FOR AREAS WITH NO BATHYMETRIC OR TOPOGRAPHIC DATA SHOWN.
- 4. ALL UNITS ARE FEET.

EXISTING CONDITIONS SK-01



LAYOUT NOTES

- LAYOUT SHOWN IS FOR PHASE 2A OF TERMINAL BUILD OUT.
 THIS LEVEL OF BUILD OUT IS MEANT TO SUPPORT A SMALL
 SCALE COMMERCIAL PROJECT.
- 2. PHASE 2A REPRESENTS THE MINIMUM QUAY LENGTH AND FOOTPRINT AND UPLANDS LAYDOWN AREA REQUIRED TO SUPPORT THE IMPORT AND INSTALLATION OF WTG (WIND TURBINE GENERATOR) COMPONENTS (TOWER, NACELLES, AND BLADES) ONTO A FLOATING FOUNDATION.
- 3. PHASE 2A BUILD OUT REQUIRES SHARING OF BERTH LENGTH FOR ALL ACTIVITIES:
- 3.1. DELIVERY OF WTG COMPONENTS
- 3.2. INSTALLATION OF WTG COMPONENTS ONTO FLOATING FOUNDATION
- 3.3. RIGGING OG FOUNDATION FOR TOW OUT TO INSTALLATION SITE
- 4. ADDITIONAL BUILD OUT FOR LARGE SCALE INSTALLATIONS (PHASE 2B, 3 & 4) WILL LIKELY BE REQUIRED.
- 5. THIS LAYOUT SHOULD BE CONSIDERED PRELIMINARY AND IS BASED ON AVAILABLE INFORMATION.
- 6. WIND TURBINE COMPONENTS SHOWN ARE REPRESENTATIVE IN SIZE THAT WILL BE STAGED ON THE
- 7. LENGTH OF QUAY ALLOWS FOR WTG COMPONENT DELIVERY BY EITHER BULK CARRIER VESSEL OR BARGE.
- 8. FOUNDATION SIZE HAS BEEN SCALED FROM EXISTING SEMI-SUBMERSIBLE INSTALLATIONS TO ACCOMMODATE 12-MW TURBINE UNIT.

PHASE 2A TERMINAL OPERATIONS

- A. WTG COMPONENTS (TOWERS, TURBINES, AND BLADES) ARE DELIVERED TO THE TERMINAL VIA BARGE OR VESSEL AND UNLOADED BY A LAND-BASED CRANE AND STAGED ON THE UPLANDS.
- A.A. NACELLES ARE STORED IN HEAVY LIFT UPLANDS AREA
 A.B. BLADES AND TOWER SECTIONS STORED OUTSIDE OF
 HEAVY LIFT AREA ON AVAILABLE UPLANDS AREAS
- B. FLOATING FOUNDATION IS TOWED TO BERTH BY TUGS.
- C. WTG COMPONENTS ARE INSTALLED ONTO FOUNDATION VIA LAND BASED CRANE.
- D. COMPLETE FLOATING TURBINE ASSEMBLY IS CONNECTED TO OCEAN GOING TUGS AND TOWED TO INSTALLATION SITE.

DRAWING NOTES

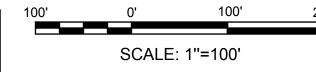
- 1. TERMINAL GRADE AT THE BERTH IS +17.1'± NAVD88 IN ORDER TO BE ABOVE CURRENT FEMA 100 YEAR FLOOD ELEVATION AND FUTURE SEA LEVEL RISE.
- 2. ALL BOUNDARIES AND AREAS ARE APPROXIMATE.
- BATHYMETRIC INFORMATION SHOWN IN FT MLLW.
- 4. PHASE 2A ALSO INCLUDES EXISTING WHARF DEMOLITION AND DREDGING.

HUMBOLDT BAY OFFSHORE WIND AND HEAVY LIFT MARINE TERMINAL

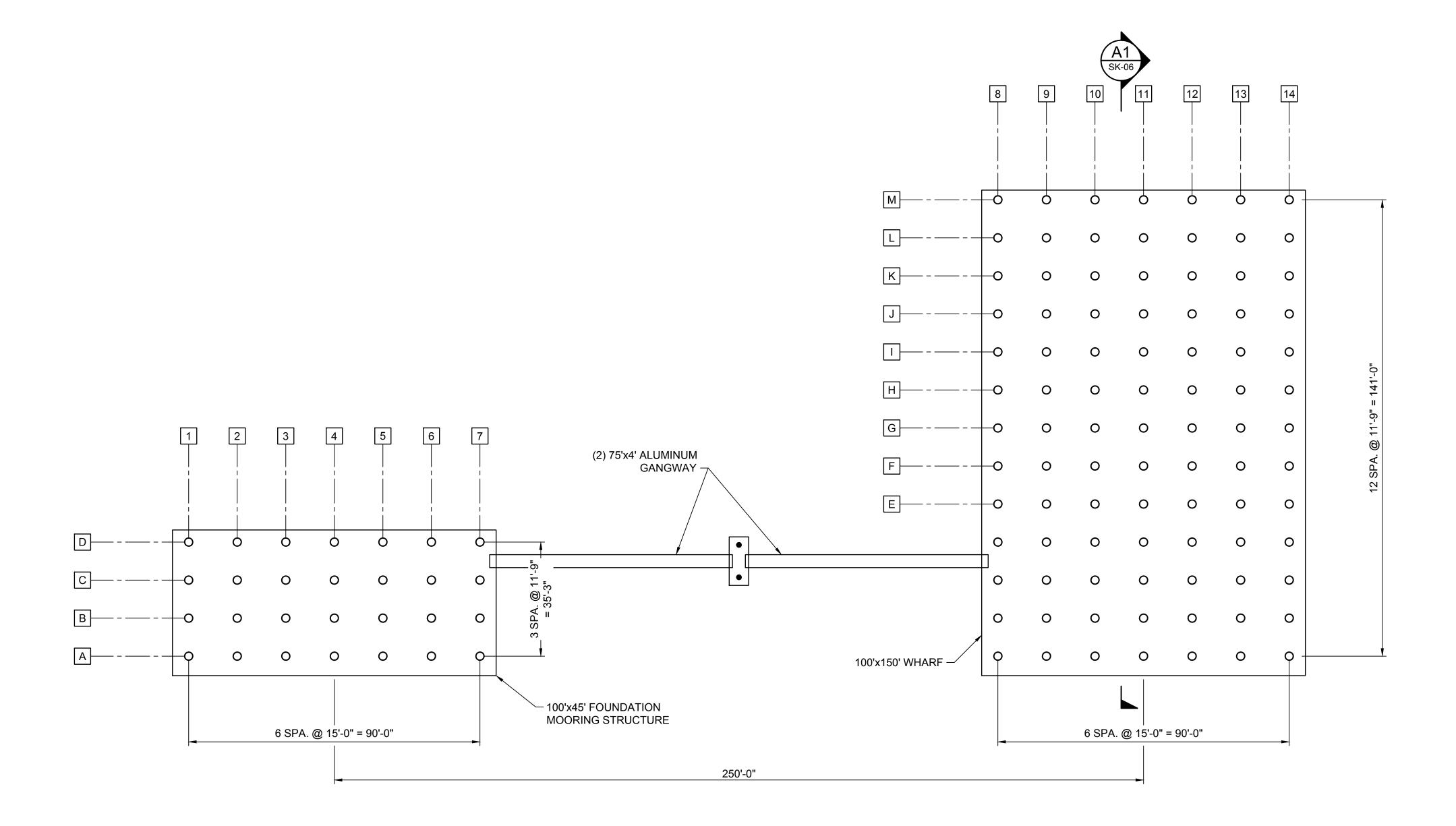










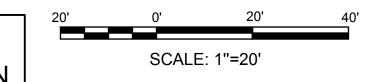


KEY:

- O 30" DIA. CONCRETE-FILLED STEEL PIPE PILE
 - 18" DIA. CONCRETE-FILLED STEEL PIPE PILE
 FOR CATWALK SUPPORT

NOTE:

1. PILE PLAN FOR PHASE 2A BUILD-OUT SHOWN.



LAYOUT NOTES

- LAYOUT SHOWN IS FOR PHASE 2B OF TERMINAL BUILD OUT.
 THIS LEVEL OF BUILD OUT IS MEANT TO SUPPORT A SMALL
 SCALE COMMERCIAL PROJECT.
- 2. PHASE 2B REPRESENTS THE MINIMUM QUAY LENGTH AND INFILL/UPLAND LAYDOWN AREA REQUIRED TO FABRICATE AND LOADOUT FLOATING FOUNDATIONS AND INSTALL OF WTG COMPONENTS ONTO THE FOUNDATION.
- 3. PHASE 2B BUILD OUT REQUIRES SHARING OF BERTH LENGTH FOR ALL ACTIVITIES:
- 3.1. DELIVERY OF WTG COMPONENTS
- 3.2. LOAD OUT OF FABRICATED FOUNDATION ONTO
- FLOATING ASSET

 3.3. INSTALLATION OF WTG COMPONENTS ONTO FLOATING FOUNDATION
- 3.4. RIGGING OF FOUNDATION FOR TOW OUT TO INSTALLATION SITE
- 4. ADDITIONAL BUILD OUT FOR LARGE COMMERCIAL SCALE
- INSTALLATIONS (PHASE 3 & 4) WILL LIKELY BE REQUIRED.

 5. THIS LAYOUT SHOULD BE CONSIDERED PRELIMINARY AND IS
- BASED ON AVAILABLE INFORMATION.
 6. WIND TURBINE COMPONENTS SHOWN ARE REPRESENTATIVE IN SIZE THAT WILL BE STAGED ON THE
- THE TERMINAL.

 7. LENGTH OF QUAY ALLOWS FOR WTG COMPONENT DELIVERY BY EITHER BULK CARRIER VESSEL OR BARGE.
- 8. FABRICATION PROCESS AND LAYOUT IS NOT SHOWN. THIS WILL BE SPECIFIC TO TYPE AND MATERIAL OF FOUNDATION AND LOGISTICS PLAN OF THE TERMINAL USER.
- 9. FLOATING ASSET IS ASSUMED TO BE A SEMI-SUBMERSIBLE BARGE. SIZING IS TO ACCOMMODATE ASSUMED FOUNDATION SIZE.
- 10. FOUNDATION SIZE HAS BEEN SCALED FROM EXISTING SEMI-SUBMERSIBLE INSTALLATIONS TO ACCOMMODATE 12-MW TURBINE UNIT.

PHASE 2B TERMINAL OPERATIONS

- A. WTG COMPONENTS (TOWERS, TURBINES, AND BLADES) ARE DELIVERED TO THE TERMINAL VIA BARGE OR VESSEL AND UNLOADED BY A LAND-BASED CRANE AND STAGED ON THE LIPLANDS
- B. REQUIRED FOUNDATION MATERIAL IS DELIVERED TO THE SITE VIA DELIVERY VESSEL AND/OR UPLAND TRUCKS OR RAII
- C. FOUNDATIONS ARE FABRICATED IN SERIAL MANNER, MOVING FROM WEST TO EAST. FOUNDATION MOVEMENT IS DONE VIA SELF PROPELLED MODULAR TRANSPORTER (SPMT) OR SKIDDING SYSTEM.
- D. COMPLETED FOUNDATION IS MOVED QUAYSIDE AND FLOATING ASSET IS BROUGHT TO BERTH (VIA TUG POWER) AND SECURED IN POSITION.
- E. FOUNDATION IS LOADED OUT ONTO FLOATING ASSET VIA SPMT OR SKID SYSTEM.
- F. FLOATING ASSET IS MOVED (VIA TUG) TO DEEP WATER TO THE SOUTH OF THE TERMINAL.
- G. FLOATING ASSET IS BALLASTED DOWN AND SUBMERGED UNTIL FOUNDATION BECOMES BUOYANT.
 H. FLOATING FOUNDATION IS ATTACHED TO TUGS AND TOWED
- BACK TO BERTH.

 I. WTG COMPONENTS ARE INSTALLED ONTO FOUNDATION VIA
- LAND BASED CRANE.

 I.A. FOUNDATION PRODUCTION LINE IS INTERRUPTED TO ACCOMMODATE WTG COMPONENT MOVEMENT AND
- INSTALLATION

 J. COMPLETE FLOATING TURBINE ASSEMBLY IS CONNECTED
 TO OCEAN GOING TUGS AND TOWED TO INSTALLATION SITE.

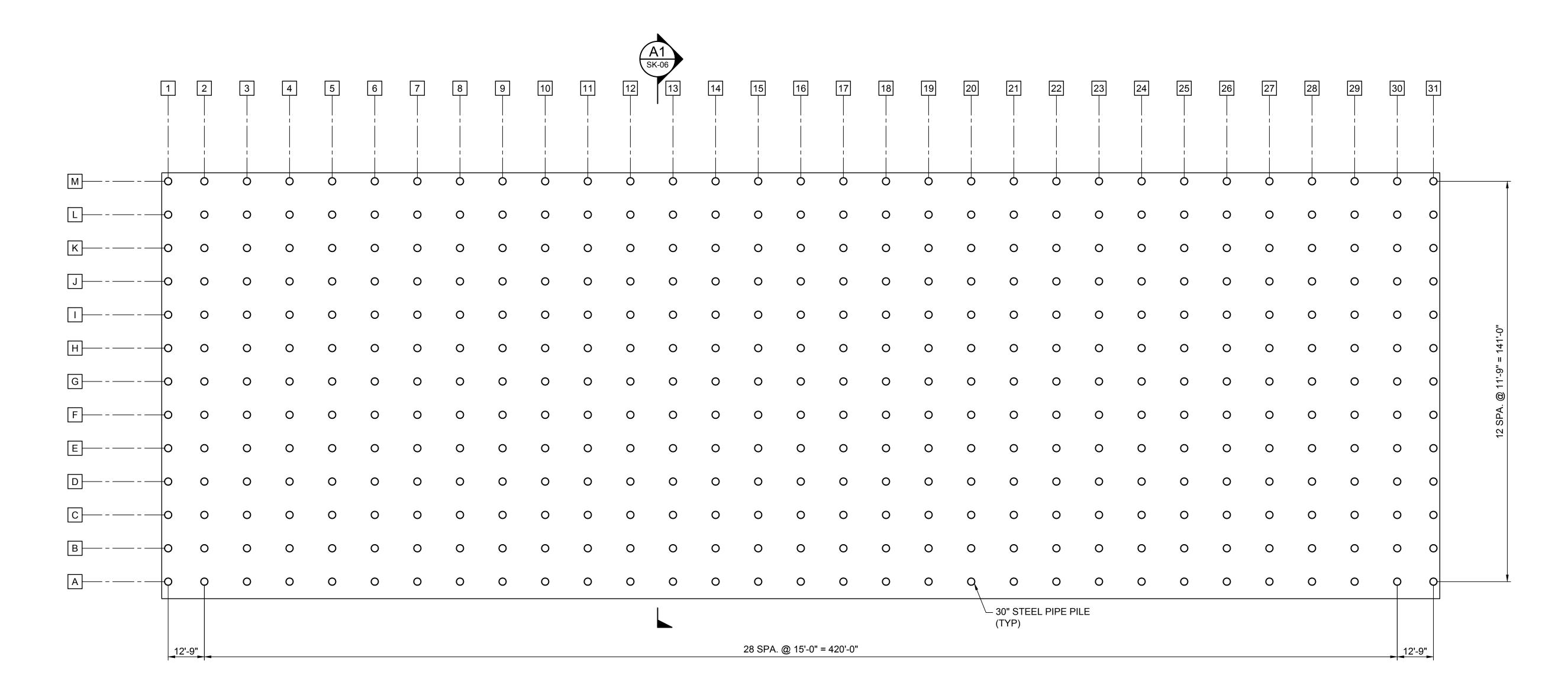
DRAWING NOTES

- 1. TERMINAL GRADE AT THE BERTH IS +17.1'± NAVD88 IN ORDER TO BE ABOVE CURRENT FEMA 100 YEAR FLOOD ELEVATION AND FUTURE SEA LEVEL RISE.
- 2. ALL BOUNDARIES AND AREAS ARE APPROXIMATE.
- 3. BATHYMETRIC INFORMATION SHOWN IN FT MLLW.

2021-07-26

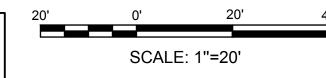




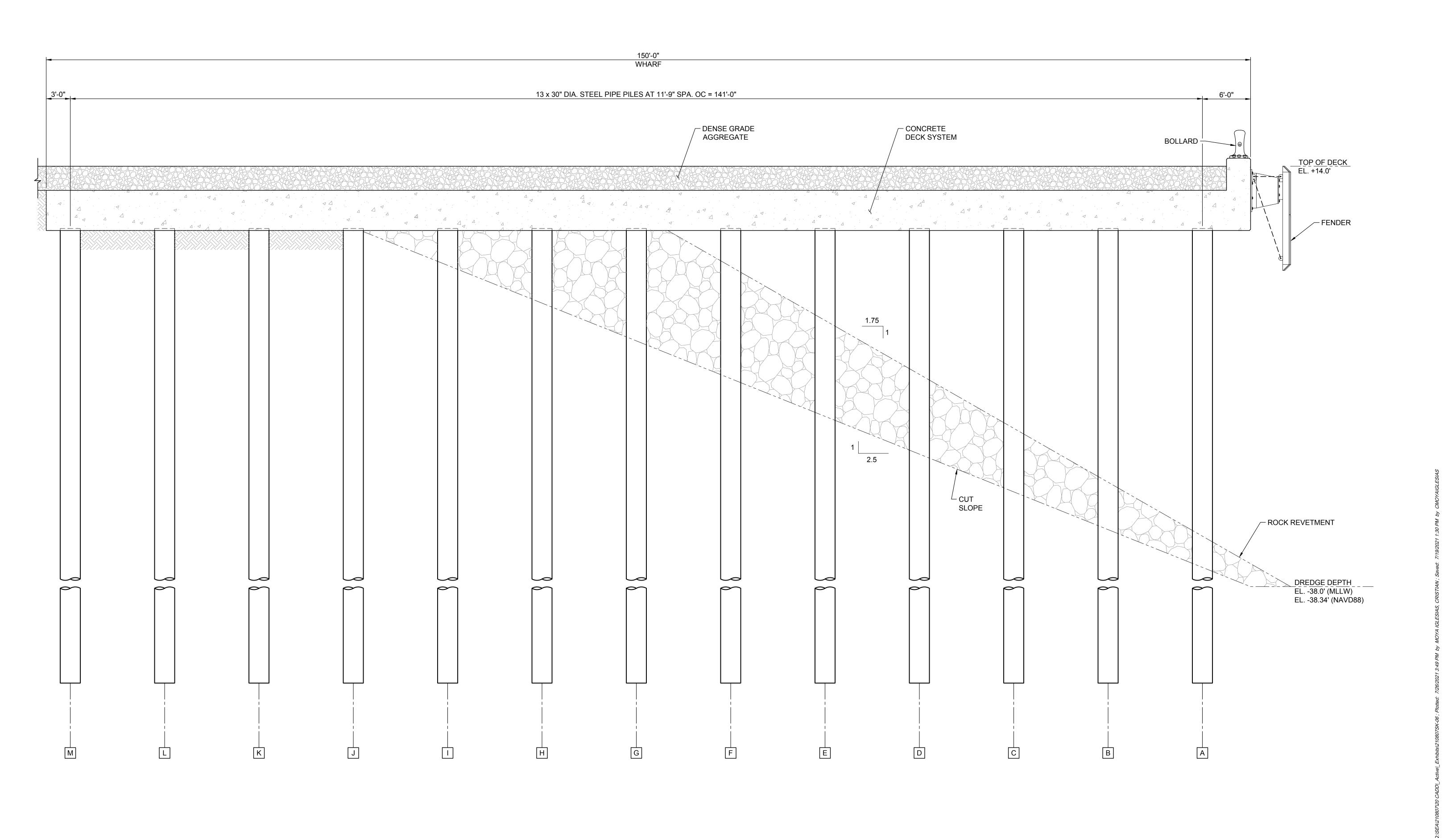


NOTE:

1. PILE PLAN FOR PHASE 2B BUILD-OUT SHOWN.



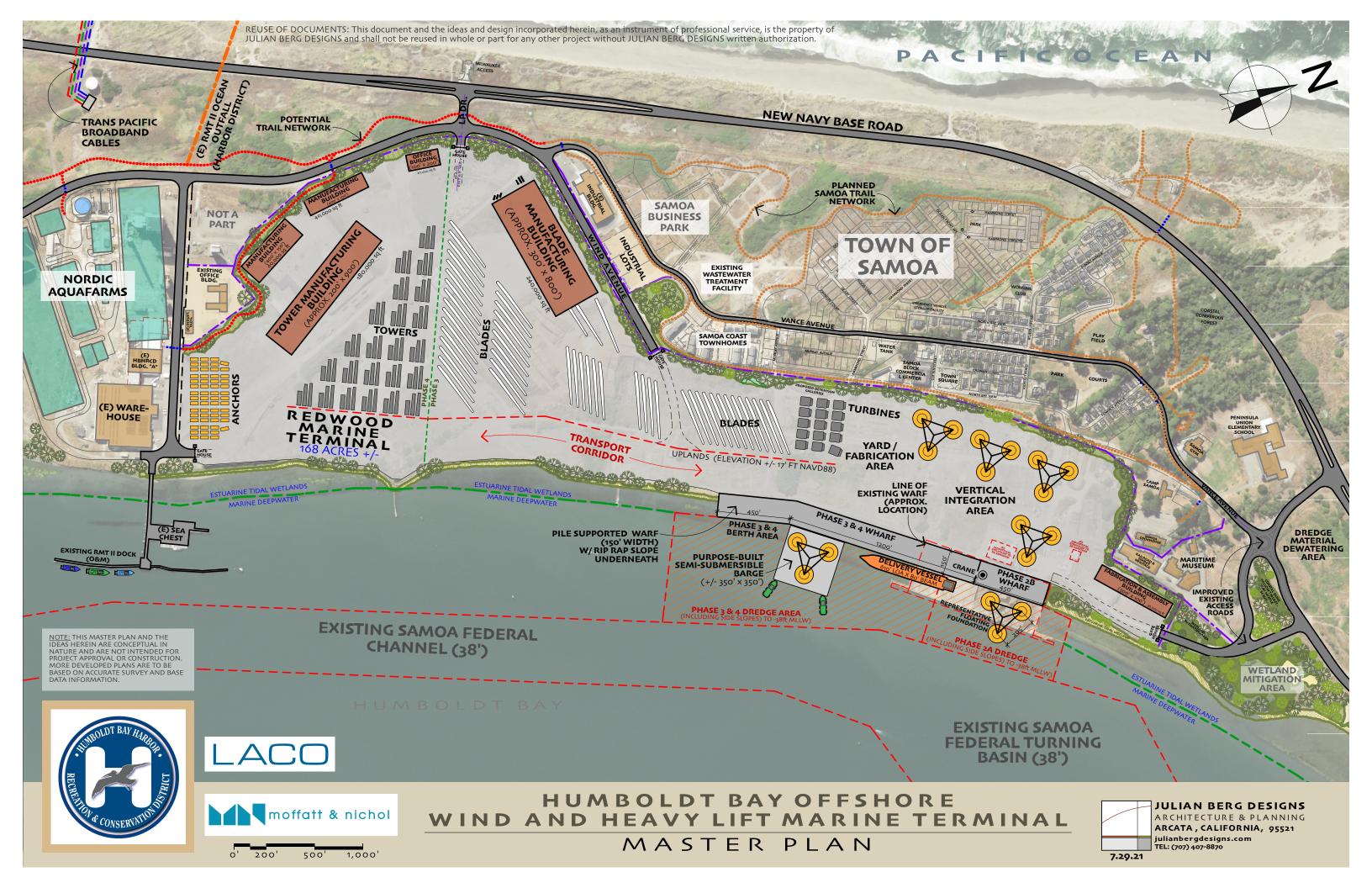


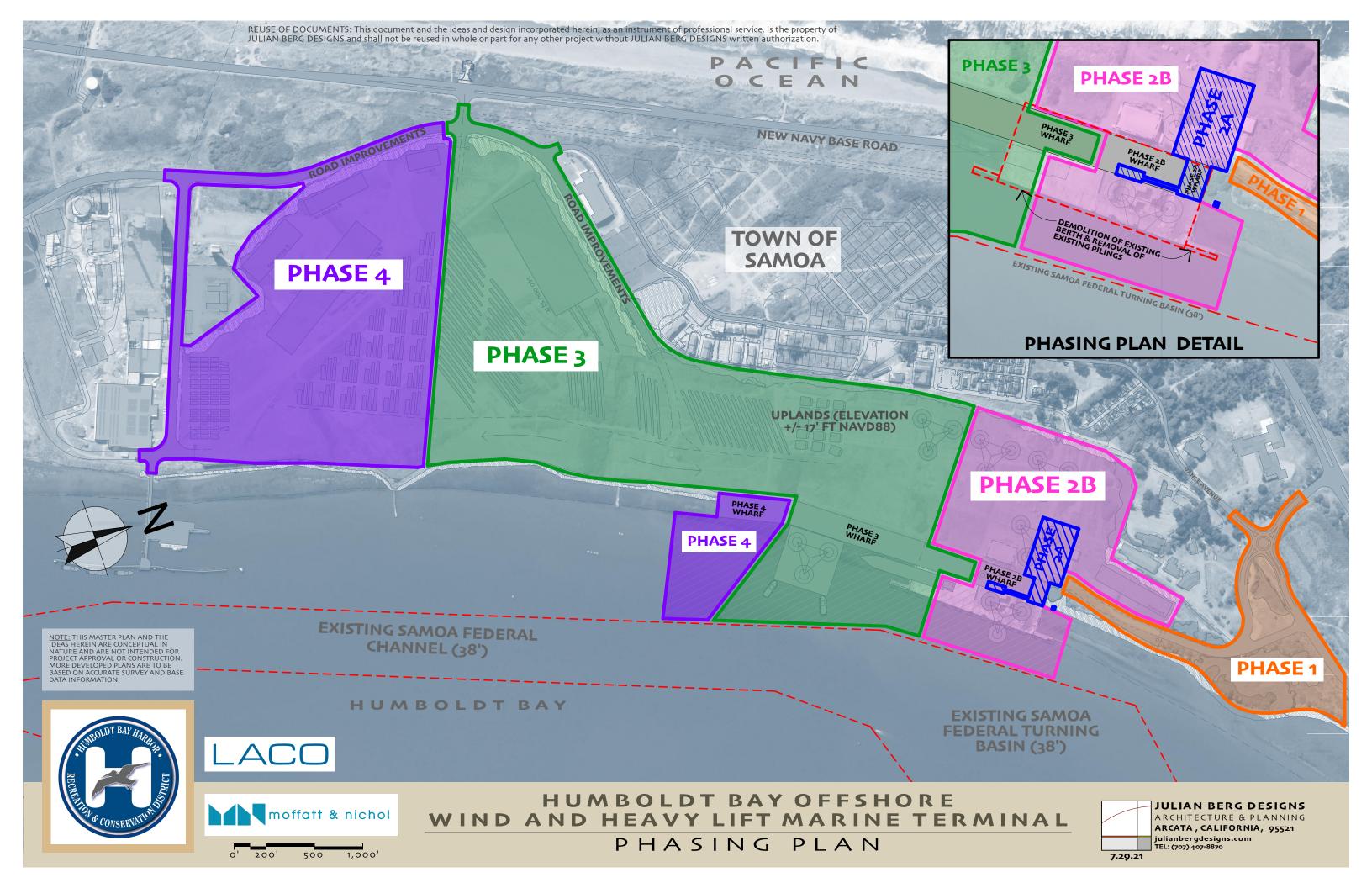


HUMBOLDT BAY OFFSHORE WIND AND HEAVY LIFT MARINE TERMINAL



NOTE





REQUEST FOR QUALIFICATIONS:

REDWOOD MARINE MULTIPURPOSE
TERMINAL REPLACEMENT PROJECT – DESIGN
AND PERMITTING



ATTACHMENT 3

Durchaga	Order No.		
Purchase	Orger No.		

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT PROFESSIONAL SERVICES AGREEMENT WITH

			FOR	
Conservation District, a Special Dist			, between the Humboldt Bay Harbor, Recreation as strict of the State of California (referred to as "District"), a (referred to as "Consultant").	
			RECITALS	
	W	THEREAS, the District desires p	rofessional services to assist in certain work described briefly as referred to herein as the "Services" or "Project".	
pei			onstrated competence, experience and qualifications adequate to District desires to retain Consultant for such Services.	
1.	Comp	ensation" attached hereto and inco	to perform services as set out in Exhibit A, "Scope of Work and orporated herein, and duly authorized by issuance of Purchase Order re issued without a valid Agreement.	
2.	Standa	ards of Performance:		
	un	der this Agreement will be the c	are for all professional services performed or furnished by Consultant are and skill ordinarily used by members of the subject profession s at the same time and in the same locality.	
	of ad Di the int ree	Consultant's Services. Consultant ditional compensation except to the astrict-furnished information. However accuracy and completeness of formation furnished by District to	to the responsible for discovering deficiencies in the technical accuracy at shall correct any such deficiencies in technical accuracy without the extent such corrective action is directly attributable to deficiencies in ever, District shall be responsible for, and Consultant may rely upon, all requirements, programs, instructions, reports, data, and other of Consultant pursuant to this Agreement. Consultant may use such a reports, data, and information in performing or furnishing services	
	_		ll comply with all additional terms set forth in Exhibit B "Special Special Conditions; No Special Conditions.	
3. <u>Com</u>		ensation for Services, Payment:		
	A. Co	ompensation. District shall pay Con	sultant as set forth in Exhibit A, not to exceed \$	
		•	ces. Consultant shall prepare and submit its invoices to District no er than the 15th day of each month.	
	C. Pa	ayments. All reasonable efforts wi	ll be made by District to pay undisputed invoices within 30 days of	

receipt. If District contests an invoice, District may withhold that portion so contested and pay the

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undisputed portion.

D. Withholding Of Payment. The District may withhold all or any portion of the funds provided for by this Agreement in the event that the Consultant has materially violated, or threatens to materially violate, any term, provision, or condition of this Agreement; or the Consultant fails to maintain reasonable progress toward completion of the Services or any component thereof.

4. <u>Commencement, Completion</u>:

- A. Commencement. Services of Consultant shall commence upon full execution of this Agreement by all parties, and the Agreement shall remain in full force until ______. No work, services, material or equipment shall be performed or furnished under this Agreement until the District has delivered a fully executed Agreement to the Consultant. A signed Agreement is considered notice to proceed.
- B. *Time for Completion*. Consultant shall complete Services as set forth in Exhibit A. If District authorizes changes in the scope, extent, or character of the Services, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably. If Consultant fails, through its own fault, to complete the performance required in this Agreement within the time set forth, then District shall be entitled to the recovery of proximate damages resulting from such failure.

C. Suspension and Termination.

- Suspension. At any time and for any reason, the District may temporarily suspend the Services upon five days' written notice to Consultant. In such event, Consultant shall perform no additional Services under this Agreement until the District has provided written notice to Consultant to re-commence Services.
- 2) Termination. The obligation to provide Services under this Agreement may be terminated for cause by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate under this paragraph if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 3) <u>Project Suspension or Abandonment</u>. The District may for any reason and at any time suspend indefinitely the Services and/or abandon the Project, or any part thereof, upon written notice to Consultant.
- D. *Payments Upon Termination*. In the event of any termination under this Section 4, Consultant will be entitled to invoice the District and to receive payment for all acceptable services performed or furnished and all reimbursable expenses incurred through the effective date of termination.
- E. Delivery of Project Materials to District. Prior to the effective date of termination, the Consultant will deliver to District all data and originals of all plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work and other materials for which District has compensated Consultant, and all such material shall become the property of the District upon delivery.

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- 5. <u>Independent Contractor</u>: Consultant, in performing Services, shall act as an independent contractor and shall have control of his work and the manner in which it is performed. He/she shall be free to contract for similar services to be performed for others while under contract with the District. Consultant is not to be considered an agent or employee of the District. Consultant agrees to furnish at his/her own expense all tools, equipment, services, labor and materials necessary to complete all requirements of this Agreement.
- 6. <u>Insurance</u>: Consultant shall maintain insurance throughout the duration of this Agreement, and provide Certificates of Insurance as specified below. All insurance carriers shall be admitted in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.
 - A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
 - B. *Automobile Liability*: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - C. *Workers' Compensation*: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - D. *Professional Liability (Errors and Omissions)*: Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. (If applicable see footnote next page) If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.
 - F. General Conditions Pertaining to Insurance:
 - 1) Consultant shall have its insurer endorse the third party general liability coverage to include as additional insureds the District, its officials, employees, volunteers and agents, using standard ISO endorsement CG 20 10. The additional insured coverage under Consultant's policy shall be provided on a primary, non-contributing basis in relation to any other insurance or self- insurance available to the District. Consultant's policy shall not seek contribution from the District's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.
 - 2) It is a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage and/or limits required in this Section 8 shall be available to the District as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
 - 3) All self-insured retentions (SIR) must be disclosed to the District for approval and shall not reduce the limits of liability. Policies containing any SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the District.
 - 4) The District reserves the right to obtain a full certified copy of any insurance policy and any endorsement. Failure to exercise this right shall not constitute a waiver of the District's right.

- 5) Certificates shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to the District.
- 6) Consultant agrees to waive subrogation rights against the District regardless of the applicability of any insurance proceeds, and to require that all subcontractors and sub-subcontractors do likewise.
- 7) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all required coverages and an additional insured endorsement to Consultant's general liability policy, shall be delivered to the District at or prior to the execution of the Agreement.
- 8) All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the District's protection without the District's prior written consent.
- 9) The District reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increased benefit to the District.
- 10) In the event Consultant fails to obtain or maintain completed operations coverage as required by this Agreement, the District at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.
- 7. <u>Indemnity</u>: When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless District and any and all of its boards (including, boards, commissions, committees and task forces), officials, employees and agents (collectively, "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-contractors or any entity or individual for which Consultant shall bear legal liability in the performance of professional services under this Agreement.

Other than in the performance of professional services and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless District, and any all of the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

Consultant's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

8. Subcontracting: No services covered by the Agreement shall be subcontracted without the prior written

consent of the District. In the event subcontracting is approved, the following shall apply:

- A. Consultant shall include in all subcontracts and require of all subcontractors all insurance and indemnity requirements and provisions of the Agreement that are applicable to any subcontractor's scope of work. Subcontractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
- B. Each subcontractor shall be obligated to Consultant and the District in the same manner and to the same extent as Consultant is obligated to the District under this Agreement. If hiring a sub-subcontractor to perform any Services, the subcontractor shall include in the sub-subcontract all provisions of this Agreement including all insurance and indemnity provisions that are applicable to said subsubcontractor's scope of work.
- C. Consultant shall furnish a copy of the Agreement's insurance and indemnity provisions to any subcontractor upon request. Upon request from the District, Consultant shall provide insurance certificates and endorsements of its subcontractors.
- 9. Document Submission and Title to Documents: Consultant agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement is considered work made for hire and shall be the property of the District upon delivery. District may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement.
- 10. Permits and Licenses: Prior to execution of the Agreement, the Consultant shall obtain and maintain throughout the Agreement period all licenses and permits required by law including but not limited to a valid business license from the agency having jurisdiction over the area where work is to be performed, and to submit a copy of all such licenses and permits to the District prior to performing any work.
- 11. Modification, Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- 12. Assignment. This Agreement is not assignable by the Consultant, either in whole or in part.
- 13. Audit of Records. Consultant shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the District or establishing the basis for an invoice, for a minimum of four years from the date of final payment to Consultant. All such records shall be clearly identifiable. Consultant shall allow District representatives to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.
- 14. Designated Representatives. With the execution of this Agreement, Consultant and District shall designate specific individuals to act as Consultant's and District's representatives with respect to the services to be performed or furnished by Consultant and responsibilities of District under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and implement the contract on behalf of each respective party.
- 15. Governing Law: This Agreement and performance hereunder and all suits and special proceedings shall be construed in accordance with the laws of the State of California. In any action or proceeding that may be brought from or connected in anyway to this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law any other forum. Venue shall be fixed in Humboldt County.

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- 16. <u>Disputes</u>. District and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking any procedures of this Agreement, or exercising their rights under law. Prior to court action, the parties agree to pursue mediation as a means to settle any dispute.
- 17. Entire Agreement. This Agreement together with the exhibits identified below constitutes the entire Agreement between District and Consultant for the Services and supersedes all prior written or oral understandings.
- 18. <u>Nondiscrimination</u>. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40), or denial of family-care leave, medical-care leave, or pregnancy-disability leave. Consultant and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
- 19. <u>Notices</u>. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- 20. Severability. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon District and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 21. <u>Survival</u>. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 22. <u>Timeliness</u>. Time is of the essence in this Agreement. Consultant shall proceed with and complete the Services in an expeditious manner.
- 23. <u>Waiver</u>. Neither the acceptance of Consultant's work nor the payment thereof shall constitute a waiver of any provisions of this Agreement. A waiver of any breach shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 24. Exhibits Included. The following Exhibits are attached hereto and incorporated into this Agreement:

Exhibit A: Scope of Work and Compensation

Exhibit B: Special Conditions

In the event of conflict between the terms and conditions of this Agreement and those within any Exhibit hereto, the terms and conditions of this Agreement shall prevail over any Exhibit hereto.

25. Attorney's Fees: Should any litigation or arbitration be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation thereto, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such litigation or arbitration.

IN WITNESS WHEREOF, the person executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

DESIGNATED REPRESENTATIVES:

DISTRICT:		CONSULTANT:	CONSULTANT:	
Name:	Larry Oetker	Name:	_	
Title:	Executive Director	Title:	_	
Phone:	707-443-0801	Phone:	-	
Email:	loetker@humboldtbay.org	Email:	-	

(Signatures on following page)

Executed in Eureka, California on	(date)	(date)	
DISTRICT:	CONSULTANT:		
By: Larry Oetker	Firm Name:		
Signature:	By:		
Executive Director	Signature:		
Date:	Title:		
	Date:		
	Address:		
	Email:		
	State License #:		
	Employer Tax ID#:		

EXHIBIT A SCOPE OF WORK AND COMPENSATION

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EXHIBIT B SPECIAL CONDITIONS