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

DATE: February 4, 2016
TIME: Executive Closed Session – 4:30 PM
          Regular Session – 5:00 PM
PLACE: Woodley Island Marina Meeting Room

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

1. Call to Order at 4:30 p.m.
   a. Move to Executive Closed Session pursuant to the provisions of the California Government Code Section 54956.8 (Conference with Real Property Negotiators):
      1. Conference with Real Property Negotiators
         Agency Negotiator: Board President, Executive Director and District Counsel
         Under Negotiation:
         Lease with Mario’s Marina at Shelter Cove

2. Adjourn Executive Closed Session

3. Call to Order Regular Session at 5:00 P.M. and Roll Call

4. Pledge of Allegiance

5. Report on Executive Closed Session

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

7. Consent Calendar
   a. Consideration of approval of minutes from the Board Meeting of December 17, 2015.

8. Communications and Reports
   a. Other
      • Presentation on Redwood Terminal II Infrastructure Reuse Evaluation – Mike Foget, SHN Consulting Engineers & Geologists, Inc.

9. New Business
   a. Consideration of agreement with Redwood Electrical Services for the Redwood Terminal II 60kV Substation, not to exceed $332,673.50.

10. Administrative and Emergency Permits

11. Adjournment
Humboldt Bay Harbor, Recreation and Conservation District

Redwood Terminal 2
60kV Substation Project

THIS AGREEMENT, MADE THIS 4th DAY OF FEBRUARY, 2016, by and between the Humboldt Bay Harbor, Recreation and Conservation District, hereinafter called the "DISTRICT" and Redwood Electrical Services doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "CONTRACTOR."

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

1. Subject to available funding, DISTRICT will issue a Notice to Proceed allowing materials orders to be placed.

2. CONTRACTOR will commence and complete the Redwood Terminal 2 60 kV Substation Project as described in Exhibit A, which is incorporated by reference as part of this Agreement.

3. CONTRACTOR’S Bid Proposal for Redwood Terminal 2 60 kV Substation Project dated August 25, 2015 is hereby incorporated by reference as part of this Agreement as Exhibit B.

4. CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Redwood Terminal 2 60 kV Substation Project as described in Exhibit A.

5. CONTRACTOR will commence with materials orders for the Redwood Terminal 2 60 kV Substation Project immediately after the Notice to Proceed is issued and will complete the same on or before 5:00 PM, 30 calendar days after the issue date of the Notice to Proceed unless the period for completion is extended otherwise by agreement of the DISTRICT.

6. CONTRACTOR agrees to perform all of the work described in the Bid Specifications, (Exhibit A & Exhibit B) and comply with terms therein for the sum not to exceed $332,673.50. Bid amount will include applicable taxes.

7. Payment will be made within 30 days of project completion and acceptance by the DISTRICT.

8. CONTRACTOR is required to comply with the State of California prevailing wage laws in effect at the time of execution of this Agreement. See California Labor Code sections 1770 et. seq. and related legal provisions. CONTRACTOR will be required to comply with any changes in these wage rates as they are updated by the State of California at no additional cost to DISTRICT.
9. All work is to be done in accordance with DISTRICT’S specifications as described in Exhibit A in a manner and subject reasonably acceptable by DISTRICT. It is understood that the CONTRACTOR will perform hereunder will be in its professional capacity as an independent entity; and that at no time shall CONTRACTOR be deemed an employee or agent of DISTRICT, nor shall it have the authority to obligate DISTRICT in any manner. CONTRACTOR attaches Exhibit B, CONTRACTOR’S proposal as clarification to scope of work Exhibit A. Exhibit B to be made a part of this agreement.

10. CONTRACTOR assumes full and exclusive responsibility for the payment of all compensation and expenses of CONTRACTOR’S employees and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings, measured by the wages, salaries or other remuneration paid CONTRACTOR’S employees; and CONTRACTOR further agrees to comply with all rules and regulations applicable thereto.

11. The standard of care applicable to CONTRACTOR’S services will be the degree of skill and diligence normally employed by others performing the same or similar services. CONTRACTOR shall not assign any interest in this contract without prior written approval of DISTRICT. CONTRACTOR shall correct any defective work subsequently discovered on all incomplete, inaccurate, or defective work rendered by CONTRACTOR and shall be remedied by CONTRACTOR on demand without cost to DISTRICT for a period of two (2) years commencing on the date of acceptance by DISTRICT.

12. CONTRACTOR will ensure DISTRICT will receive the manufacturers’ warranties on products used.

13. In the performance of this agreement, CONTRACTOR shall comply with all applicable local, state, and federal laws, rules, regulations, and ordinances including those relating to the environment, toxic or hazardous materials, and occupational health and safety. CONTRACTOR shall be responsible for the proper handling, control and disposal of any hazardous materials or waste that may be discovered, generated or utilized in the performance of this Agreement. Discovery, handling, or disposal of hazardous waste is not included in CONTRACTOR’S scope of work.

14. With respect to operations performed under or incident to this agreement, CONTRACTOR agrees to obtain and maintain the following insurance with coverages listed below:

a) Worker’s compensation insurance meeting statutory limits and employers liability insurance in an amount not less than $1,000,000 for all employees engaged in this Project;

b) Professional and General liability insurance that provide protection for claims which may arise out of or result from operations or performance under this agreement. Liability insurance coverages shall be not less than a single limit coverage of $1,000,000;

c) Comprehensive automobile liability insurance covering all owned, hired, and
otherwise operated non-owned vehicles with a minimum combined single limit of $1,000,000 each occurrence (or the equivalent) for bodily injury and property damage.

d) All insurance certificates shall list DISTRICT as additionally insured and include an Endorsement.

Any and all deductible amounts are the responsibility of the CONTRACTOR.

In the event that the CONTRACTOR contracts the services of other consultants (subconsultants) as part of the work covered by this Agreement, it shall be the CONTRACTOR’S responsibility to require and confirm that each subconsultant meets the minimum insurance requirements specified above.

15. All permits, including the County of Humboldt Building Permit, required by law will be the responsibility of the CONTRACTOR and will be obtained at CONTRACTOR’S expense except those permits expressly provided by DISTRICT.

16. DISTRICT shall have the right, at any time, in its sole discretion and with or without cause, by ten (10) days written notice to CONTRACTOR, to cancel this Agreement. CONTRACTOR shall stop work immediately upon receipt of a notice of termination.

If District exercises its right to terminate the Agreement, upon termination DISTRICT will reimburse CONTRACTOR within thirty (30) days for the services which were performed prior to termination, based upon an invoice submitted to DISTRICT describing the services completed prior to termination and an itemization of time spent and expenditures incurred. Such sums shall in no event exceed the total amount described in this Agreement.

17. CONTRACTOR shall be responsible for all injuries or deaths to persons and all damage to property of DISTRICT or others caused by or resulting from the negligence of CONTRACTOR, its employees, agents, or subcontractors during the progress of or connected with rendition of services herein rendered, and shall defend and hold harmless and indemnify DISTRICT and all its officers and employees of DISTRICT from all costs and payments for damages for injuries or deaths arising out of the negligence of performance of work of CONTRACTOR or its subcontractors under this Agreement.

18. Contractors are required by law to be licensed and regulated by the Contractor’s State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractor's State License Board, 9821 Business Park Drive, P.O. Box 26000, Sacramento, CA 95826.

19. This Agreement represents the entire agreement between DISTRICT AND CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. In the event any provision of this Agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in quadruplicate, each of which shall be deemed and original on the date first above written.

Humboldt Bay Harbor, Recreation & Conservation District

By ________________________________
PATRICK HIGGINS, President
Board of Commissioners

_______________________________
GREG DALE, Secretary
Board of Commissioners

______________________________
Contractor (Seal)

By ________________________________

______________________________
Address
EXHIBIT A:

BID SPECIFICATIONS
Redwood Terminal 2
60 kV Substation Project

SECTION I. SCOPE OF WORK

The CONTRACTOR will provide labor, materials and equipment to complete the 60 kV Substation Project on the Redwood Terminal 2 buildings.

SECTION II. LOCATION OF THE WORK

Redwood Terminal 2 is located at 364 Vance Avenue, Samoa CA 95564.

SECTION III. TIME OF COMPLETION

The CONTRACTOR shall diligently prosecute the work under this contract to completion before 120 calendar days from issuance of Notice to Proceed, or extended by written agreement of both parties, and the liquidated damages shall be the sum of Zero ($200.00) per day for each and every day's delay in finishing the work beyond the time prescribed herein unless approved in writing by DISTRICT.

SECTION IV. INSURANCE

A. Public Liability

The CONTRACTOR shall take out and maintain, throughout the period of this contract comprehensive general liability insurance with minimum limits $1,000,000 combined single limit (CSL), or $1,000,000 bodily injury per occurrence and $1,000,000 property damage per occurrence, covering all bodily injury and property damage arising out of its operation under this agreement.

B. Automobile

The CONTRACTOR shall provide automobile insurance covering all bodily injury and property liability incurred during the performance of this contract with minimum coverage of $1,000,000 for property damage per accident, $1,000,000 for bodily injury for each person, and not less than $1,000,000 for bodily injury per accident: or $1,000,000 per accident combined single limit (CSL).

C. Worker’s Compensation

The CONTRACTOR shall, throughout the period of this contract, maintain in full force and affect a policy of workers compensation insurance covering all its employees and volunteers.
D. Additional Insured Notices

Said policies shall name the DISTRICT as an additional insured and shall constitute primary insurance as to the DISTRICT, its officers, agents and employees, so that any other policies held by the DISTRICT shall not contribute to any loss under said insurance. Said policies shall provide for thirty- (30) days prior written notice to the DISTRICT of cancellation or material change.

The CONTRACTOR shall not execute this contract until certificates, or other sufficient proof of compliance with these insurance provisions (as stated in Section IV. A, IV. B and IV. C of this Agreement) are filed with the DISTRICT.

If the CONTRACTOR does not keep such insurance in full force and effect, the DISTRICT may take out the necessary insurance, and the CONTRACTOR agrees to pay the cost of said insurance.

SECTION V. EXAMINATION OF THE SITE

It shall be the responsibility of the CONTRACTOR to examine the job site before submitting this bid. No allowance will be made in the CONTRACTOR'S behalf for any extra expense he may incur due to his failure to acquaint himself with the extent of work to be done and the conditions under which the work is to be performed.

SECTION VI. CONTROL OF TRAFFIC

The CONTRACTOR shall furnish, erect and maintain all barricades, lights or other warning devices as necessary in order to insure the safe movement of vehicles and pedestrians as they may come into contact with hazards resulting from the execution of this contract. The CONTRACTOR shall not block traffic lanes on adjacent streets without the expressed consent of the DISTRICT. When traffic lanes on adjacent streets are to be blocked, the CONTRACTOR shall notify the DISTRICT of the specific times during which the street(s) will be blocked.

SECTION VII. SAFETY

The CONTRACTOR is hereby specifically informed that under the contract he has the sole responsibility for the safety of his work, including his workers, equipment and that of subcontractors or of the general public as they may come in contact with the work. The Engineer or Inspector has specifically not been hired to review CONTRACTOR'S safety or methods of operation.

The Contractor shall be responsible for all injuries or deaths to persons and all damage to property of DISTRICT or others caused by or resulting from the negligence of CONTRACTOR, its employees, agents, or subcontractors during the progress of, or connected with, rendition of services herein rendered. The Contractor shall defend and hold harmless and indemnify DISTRICT and all its officers and employees of DISTRICT from all costs and payments for damages for injuries or deaths arising out of the negligence of performance of work of the CONTRACTOR or its subcontractors under this Agreement.

HBHRCRCD RT2 60kV Substation Project
SECTION VIII. PAYMENT

Payment for the work specified in these provisions will be made within 30 days of project completion. The contract price paid for the said work shall be considered as full compensation for furnishing all labor, materials, tools and equipment necessary to perform the work as specified herein.

SECTION IX. SECURITY REQUIRED

All bids shall be presented under sealed cover and shall be accompanied by a bidder’s security in an amount not less than 10 percent of the bid in one of the forms authorized by California Public Contract Code section 20724, i.e., cash, a cashier’s check payable to the District, a certified check payable to the District, or a bidder’s bond executed by an admitted surety insurer, made payable to the District. Additionally, if the bid amount is in excess of $25,000 then a payment bond will be required before performance of the work pursuant to Civil Code Section 3247.

SECTION X. EQUIPMENT SPECIFICATION

1. Inspect and Repair Primary Insulator Caps.
2. Repair leaking ASEA 145 HPL Breaker/Insulators.
3. Repair and Reseal Oil Tank, Change Transformer Oil and Repaint Transformer Bank #1.
4. Maintenance to 60 kV & 12 kV Switches – Repair Operating Rod on 12 kV Switch – Includes Switching.
5. Test Bank #1 Protective Relays
6. Test Battery Resistance.
7. Test Control Wiring from Control Building to Outdoor Equipment.
8. Contractor must have all Gas Handling Equipment.
# EXHIBIT A

## BID SHEET

Redwood Terminal 2  
60 kV Substation Repairs and Maintenance

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inspect and Repair Primary Insulator Caps.</td>
<td>10,000</td>
</tr>
<tr>
<td>Repair leaking ASEA 145 HPL Breaker/Insulators.</td>
<td>125,000</td>
</tr>
<tr>
<td>Repair and Reseal Oil Tank, Change Transformer Oil and Repaint Transformer Bank #1.</td>
<td>100,000</td>
</tr>
<tr>
<td>Maintenance to 60 kV &amp; 12 kV Switches – Repair Operating Rod on 12 kV Switch – Includes Switching.</td>
<td>25,000</td>
</tr>
<tr>
<td>Test Bank #1 Protective Relays</td>
<td>62,735.00</td>
</tr>
<tr>
<td>Test Battery Resistance</td>
<td>2,500</td>
</tr>
<tr>
<td>Test Control Wiring from Control Building to Outdoor Equipment</td>
<td>7,500</td>
</tr>
<tr>
<td><strong>Total Bid</strong></td>
<td>332,672.50</td>
</tr>
</tbody>
</table>

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

Mark Brown, representing Redwood Electrical Inc.

Name

Firm

do hereby certify the above bid as true and correct.
Redwood Electrical Services
PO Box 6097
Eureka, CA 95502

Phone # 7074441374  12kvsparky@suddenlink.net
Fax # 7074442004

Name / Address
Humboldt Bay Harbor District

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Redwood Electrical is pleased to summit a labor and materials quote to refurbish the 60 KV substation at the Humboldt Bay Harbor District Terminal # 2</td>
<td></td>
<td>332,673.50</td>
<td>332,673.50</td>
</tr>
</tbody>
</table>

Scope of work to include -
1) sandblasting and painting of transformer
2) Repair and resealing of any leaking Transformer parts
3) Transformer Oil testing
4) Replacement of Asea HPL145 breaker with New 69 kv breaker
5) Maintenance of 69/15 Kv air switches
6) replacement of failed lightning arrestor
7) replacement of old protective relaying with new electronic type
8) Battery load testing
9) Verify relay wiring
10) coordination with PGE

RECEIVED
FEB - 1 2016
H.B.H.R. & C.D.

We look forward to working with you.

Total $332,673.50
## Certificate of Liability Insurance

**PRODUCER**
California Meridian Insurance  
509 J St., Ste 3  
Eureka, CA 95501  
Stan Smith

**INSURED**
Redwood Electrical Services  
Mark Brown  
Po Box 6097  
Eureka, CA 95502

**CONTACT**
Melanie Napoli  
PHONE: (A/C No. Exp): 707-269-4368  
FAX: (A/C No.): 707-269-4360  
E-MAIL: melanie@ssins.biz

**INFORMER**  
**INSURER A**  
Allied Insurance  
NAIC #: 19100

**INSURER B**  
State Compensation Ins Fund

### COVERAGES

**CERTIFICATE NUMBER:**
ACP-GLO-78923932523  
10/01/2015  
10/01/2016

**CERTIFICATE NUMBER:**
ACP-BA-78923292523  
10/01/2015  
10/01/2016

**CERTIFICATE NUMBER:**
ACP-CAA-78923292523  
10/01/2015  
10/01/2016

### A. Commercial General Liability

- **Claims-Made**
- **Occur**
- **General Aggregate Limit Applies:**
  - Policy
  - Project
  - Loc
  - Other

### A. Automobile Liability

- **Any Auto**
- **Scheduled Autos**
- **Non-Owned Autos**
- **Hired Autos**
- **Umbrella Liability**
- **Excess Liab**
- **Claims-Made**
- **Occur**

### B. Workers Compensation and Employers Liability

- **Any Proprietor/Partner/Executive Officer/Member Excluded?**  
  - Mandatory in NH
- **Description of Operations Below**
- **PER STATUTE**
- **OTHER**
- **E.L. Each Accident**
- **E.L. Disease - E.A. Employee**
- **E.L. Disease - Policy Limit**

### Certificate Holder
Humboldt Bay Harbor Recreation and Conservation District  
Eureka, CA 95501

### Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative**
Melanie Napoli

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Contractor's License Detail for License # 920555

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) if this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information
REDWOOD ELECTRICAL SERVICES
P O BOX 6097
EUREKA, CA 95502
Business Phone Number:(707) 444-1374

Entity: Partnership
Issue Date: 08/08/2008
Expire Date: 08/31/2016

License Status
This license is current and active.
All information below should be reviewed.

Classifications
C10 - ELECTRICAL

Bonding Information
Contractor's Bond
This license filed a Contractor's Bond with GREAT AMERICAN INSURANCE COMPANY.
Bond Number: 9375861
Bond Amount: $15,000
Effective Date: 01/01/2016
Contractor's Bond History

Workers' Compensation
This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND
Policy Number: 9033031
Effective Date: 12/31/2012
Expire Date: 12/31/2016
Workers' Compensation History
Redwood Electric

Mark Brown, Owner

Lic#920555
4566 Excelsior Way, Cutten CA 95503
Office: 707-444-1374...Fax: 707-444-2004...Cell: 707-499-8349
12kvsparky@suddenlink.net

Professional References:

Humboldt Bay Municipal Water District 707-822-2918
Fairhaven Power 707-445-5434
Fred Jacobson 707-839-5002
Homestake Mining 707-995-6082