



**Request for Proposals  
Maintenance Dredging-Fields Landing Boat Yard  
Eureka, California  
October 2018**

# Request for Proposals

## Maintenance Dredging—Fields Landing Boat Yard Eureka, California

Including:

Notice to Contractors,  
Proposal and Agreement,  
Technical Specifications

Prepared by:

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

**Bid Opening:**

2:00 p.m., Wednesday October 24, 2018  
Woodley Island Marina Conference Room  
Humboldt Bay Harbor, Recreation & Conservation District  
601 Startare Drive  
Eureka, CA 95501

Approved:



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Larry Oetker  
Executive Director

**Technical Specifications Prepared by:**



812 W. Wabash Ave.  
Eureka, CA 95501-2138  
707-441-8855

## MAINTENANCE DREDGING—FIELDS LANDING BOAT YARD

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- E. Characterization of the Sediment from Fields Landing Boat Yard
- F. California Coastal Commission Waiver
- G. CEQA Notice of Exemption

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## NOTICE TO CONTRACTORS

The Humboldt Bay Harbor, Recreation and Conservation District is soliciting bids for performing work in accordance with the Plans and Specifications, therefore, as follows:

### **Maintenance Dredging—Fields Landing Boat Yard**

Sealed proposals will be received by the Humboldt Bay Harbor, Recreation & Conservation District (District), 601 Startare Drive, Eureka, CA 95501, until the hour of **2:00 p.m. on Wednesday, the 24th day of October 2018**, at which time they will be transferred to the Woodley Island Marina Conference room where they will be publicly opened and read aloud by the Director of Facilities Operations or his designated representative.

Bids are required for the entire work as described herein:

#### **Engineer's Estimate: General Scope of Work**

The work consists of maintenance dredging of Fields Landing Boat Yard (FLBY) and disposal of dredged material as directed. The Work of this Contract includes work covered by lump sum and unit prices. The Work of this Contract comprises dredging activities, using closed clam shell bucket excavator, or crane of all areas shown on the Plans and described by the Contract Documents. All dredging equipment must be approved by District.

Work includes the removal of an estimated 1,000 cubic yards of sediment from within the length of the fingers of the boat lift dock at FLBY to the Federal Channel, and up to a maximum additional 6,000 cubic yards of sediment from the exterior edges of the fingers of the boat lift dock at FLBY to be transported and disposed of at the Humboldt Open Ocean Disposal Site (HOODS) or as directed by District.

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the Humboldt Bay Harbor, Recreation and Conservation District does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work, as may be deemed necessary or expedient by the Engineer.

The award of a Contract for this work is contingent upon District's receipt of permit extensions for the 2018 in-water work window from regulatory agencies. District has requested an extension until November 15, 2018, however the actual dates of any approved extension will be entirely at the discretion of the regulatory agencies. If District is unable to receive an extension of the in- water work window from the regulatory agencies, at the District's sole discretion, District will either terminate the bid and not award the Contract, or terminate the Contract. If mutually agreed by Contractor and District, the Contract may be extended until August 30, 2019.

In order to expedite completion of the Work of this Contract within the 2018 in-water work window, District will complete Bid Item 2A: Pre-Dredging Hydrographic Survey FLBY. The Pre-Dredging Survey will be completed and available to Contractor prior to October 30, 2018. **The Contractor remains responsible for completing Bid Item 2B: Post-Dredging Hydrographic Survey FLBY.**

The District continues to negotiate with regulatory agencies to utilize dredged materials for beneficial reuse

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projects around Humboldt Bay. If, after the contract is awarded, District receives authorization from regulatory agencies to beneficially reuse dredge material, District reserves the right to enter into negotiations with Contractor on Bid Item 4: Transportation and Disposal of Dredged Sediment from FLBY to HOODS. If District and Contractor are unable to come to agreeable terms on alternative Transportation and Disposal, Transportation and Disposal shall proceed to HOODS.

Plans and Contract Documents, including this Notice to Contractors, Proposal Forms for bidding this project and Agreement can be reviewed at the Humboldt Bay Harbor, Recreation & Conservation District, 601 Startare Drive, Eureka, CA 95501; Telephone No. 707-443-0801. The aforementioned documents may be reviewed at the Humboldt Bay Harbor, Recreation & Conservation District as stated above, the Humboldt Bay Harbor, Recreation, and Conservation District website <humboldtbay.org> or at the Humboldt Builders' Exchange in Northern California and the Daily Journal of Commerce in Oregon.

No bid will be considered unless it is made on the blank Bid Proposal forms included in this volume, pages C-9 through C-14. Bidders shall remove or copy the Bid Proposal and submit the completed Bid Proposal as part of the bid proposal package.

Each bidder and subcontractor must be licensed as required by law, and each is required to obtain a Business License from the agency having jurisdiction over the area where the work is to be performed, and to submit a copy of the license to the District prior to performing any work on the project. All Contractors shall possess appropriate Contractor's Licenses for their trade at the time the contract is awarded.

Each Bid Proposal, along with any required supporting bid materials shall be submitted in a sealed envelope bearing the title of the work - **Maintenance Dredging-Fields Landing Boat Yard** - and the name of the bidder.

The Humboldt Bay Harbor, Recreation and Conservation District reserves the right to reject any or all bids.

**This is a prevailing wage contract.** The minimum wage rate to be paid under this contract shall be the current prevailing wage for each classification as determined by the Director of the California Department of Industrial Relations, pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1. Copies of the current prevailing wage rates are available on the internet at the following URL:

<http://www.dir.ca.gov/DLSR/PWD/>

Out of State bidders shall note that, in accordance with California Revenue and Taxation Code (RT&C) Section 18662 and the related regulations requiring withholding of income or franchise tax on certain payments made to nonresidents of California for personal services performed in California, District is required to withhold and send to the State seven percent (0.07) of all payments exceeding \$1,500. These provisions apply to payments for this project.

Dated: 10/09/18



Larry Oetker  
Executive Director

# **Contract Documents**

# PROPOSAL REQUIREMENTS AND CONDITIONS

## 1. Bid Proposal Forms

All bid proposals shall be made upon the blank Bid Proposal forms, pages C-9 through C-14 included in this volume, which shall be copied or detached and submitted as part of the bid proposal package.

Please note that additional materials may be required to be submitted for a complete bid proposal package. Bidders are directed to read the contract provisions thoroughly to understand any additional funding agency or other project or bid requirements. Proposals submitted on forms other than those included in this volume will be disregarded. All proposals must give the proposed unit prices, both in writing and in figures, and shall contain original signatures in ink by the bidder, with bidder's address. Where required on the bid form, bidders must quote on all items, and they are hereby warned that failure to do so may disqualify the bid. When quotations on all items are not required, bidders shall insert the words "No Bid" in the space provided for any item on which no quotation is made. If the proposal is made by an individual, that individual's name and Post Office address shall be shown; if made by a firm or partnership, the name and Post Office address of each member of the firm or partnership shall be shown; or if made by a corporation, the proposal shall show the name of the State under the laws of which the corporation was chartered and the names, titles, and business addresses of the President, Secretary, and Treasurer.

Bids shall be delivered to the Humboldt Bay Harbor, Recreation and Conservation District, on or before the day and hour set for the opening of bids in the advertised "Notice to Contractors." The bids shall be submitted in a sealed envelope and shall bear the title of the work and the name of the bidder. It is the sole responsibility of the bidder to see that his bid is received by the proper time. All bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

## 2. Approximate Estimate

The quantities given in the proposal and contract forms are approximate only, being given as a basis for any comparison of bids, and the Board of Commissioners does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or expedient by the Engineer.

## 3. Examination of Plans, Specifications, Special Provisions, and Site of the Work

The bidder shall carefully examine the site of the work contemplated and the proposal, plans, specifications, and contract forms therefor. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered regarding character, quality, and quantities of work to be performed and the materials to be furnished and as to the requirements of these Specifications, Special Provisions, and the Contract. It is mutually agreed that submission of a proposal shall be considered "prima facie" evidence that the bidder has made such examination.

#### **4. Designation of Subcontractors**

All subcontractors doing work in excess of one-half of one percent (0.50%) of the total bid amount shall be designated on page C - 9 of the Bid Proposal.

#### **5. Rejection of Proposals**

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

#### **6. Withdrawal of Proposals**

Any bid may be withdrawn at any time prior to the hour fixed in the Notice to Contractors for the opening of bids provided that a request in writing, executed by the bidder or his duly authorized representative, for the withdrawal of such bid is filed with the Humboldt Bay Harbor, Recreation and Conservation District. The withdrawal of a bid will not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the advertised "Notice to Contractors," a bid will not be received after that time, nor may a bid be withdrawn after the time fixed in such notice.

#### **7. Disqualification of Bidders**

More than one proposal 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 bidder is interested in more than one proposal 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 bidders, none of the participants in such collusion will be considered in future proposals. Proposals in which the prices obviously are unbalanced may be rejected.

#### **8. Competency of Bidders**

Bidders must be capable of performing the various items of work bid upon. If requested by the Engineer, the lowest bidder shall furnish, prior to the award of the contract, a satisfactory statement of his financial responsibility, technical ability, project references, and experience. The District reserves the right to disqualify bidders who do not exhibit proof of competency, or whose performance on past projects has not been satisfactory, in the opinion of the Engineer.

#### **9. Materials Guaranty**

Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any and all materials to be used in the construction of the work, together with samples, which may be subjected to tests provided for in these Specifications, to determine the quality and fitness of said materials for the work.

#### **10. Addenda**

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Plans and Specifications or other proposed Contract Documents or finds

discrepancies in or omissions from the drawings or Specifications, he may submit to the Engineer a written request for an interpretation or correction thereof. Questions should be submitted to:

Humboldt Bay Harbor, Recreation and Conservation District  
Attn: Bernadette Clueit  
601 Startare Drive  
Eureka, CA 95501  
[bclueit@humboltdbay.org](mailto:bclueit@humboltdbay.org)

The person submitting the request shall deliver said request **no later than** seven (7) days prior to the bid opening date. Any interpretation or correction of the proposed documents will be made only by an Addendum duly issued; and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Board of Commissioners will not be responsible for any other explanations or interpretations of the proposed documents.

## **11. Waste Reduction and Recycling Program**

The California legislation AB 939 (1989 CA Integrated Waste Management Act) requires all cities and counties in California to divert 50% of their waste streams away from landfills through recycling, reuse, and reduction programs. The Humboldt Bay Harbor, Recreation and Conservation District strongly recommends that applicable construction/demolition debris be diverted out of landfills whenever possible. To help facilitate the tracking of material diverted out of landfills for this project, a "MATERIAL RECYCLING INFORMATION FORM" is included in this contract on page C -10, which the Bidder shall fill out and submit as part of these bid documents.



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# **AWARD AND EXECUTION OF CONTRACT**

## **1. Award of Contract**

The award of the contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with all prescribed requirements. Lowest bidder will be determined by BASE BID only.

The Humboldt Bay Harbor, Recreation and Conservation District, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 C.F.R., Part 8), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, or national origin.

The Board of Commissioners, however, reserves the right to reject any or all bids and to waive any informality or irregularity in bids received. The Board of Commissioners also reserves the right to reject the bid of any bidder who has previously failed to perform properly or did not complete on time contracts with the Humboldt Bay Harbor, Recreation and Conservation District of a nature similar to this project.

Such award, if made, will be made within ten (10) days after the opening of the proposals, and a Notice of Award will be sent to the successful bidder. All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

## **2. Contract Bonds**

See "Item 6: Bonds and Surety Qualifications" of the Contract Agreement on page C-17.

## **3. Execution and Return of Contract Agreement Package**

The following documents shall constitute the Contract Agreement Package:

- A. Contract Agreement
- B. Insurance Documentation (on forms acceptable to the District)
- C. Performance Bond
- D. Labor and Material Bond
- E. Guaranty Bond

The Contract Agreement shall be executed, and the Contract Agreement Package shall be returned to the District within ten (10) days (not including Sundays) after the bidder has received the Notice of Award.

The Contract Agreement will not be executed by the District until the required insurance certificates and all endorsements, or other sufficient proof that the Contract insurance provisions have been complied with, are submitted, approved, and filed with the Engineer. No proposal shall be considered binding upon the District until the execution of the Contract Agreement by the District.

**4. Failure to Execute Contract Agreement or Provide Acceptable Bonds or Insurance**

Failure to execute and submit the Contract Agreement within ten (10) days (not including Sundays) after the successful bidder has received the Notice of Award shall be just cause for the annulment of the award. Failure of the successful bidder to provide acceptable bonds or insurance documents within 14 days (not including Sundays) after the bidder has executed and returned the Contract Agreement Package to the District shall also be just cause for the annulment of the award.

If the successful bidder refuses or fails to execute the Contract Agreement, the Board of Commissioners may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the Contract Agreement, the Board of Commissioners may award the contract to the third lowest responsible bidder. On the failure or refusal of the second or third lowest responsible bidder to whom any such contract is so awarded to execute the Contract Agreement, the work may then be re-advertised or may be constructed by day labor, as the Board of Commissioners may decide.

**5. Insurance**

See "Item 8: Insurance" of the Contract Agreement on page C-17.

**(BID PROPOSAL)**

**DESIGNATION OF SUBCONTRACTORS**

**Maintenance Dredging—Fields Landing Boat Yard**

The Contractor must list all subcontractors doing work in excess of 0.50% of total bid amount. The undersigned certifies that he has used the sub-bids of the following listed subcontractors in making up his bid and that the subcontractors listed will be used for the work for which they bid, subject to the approval of the Engineer, and in accordance with applicable provisions of these Specifications and Plans.

<u>Bid Item No.</u>	<u>Subcontractor</u>	<u>Address &amp; Tel. No.</u>	<u>State License No.</u>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
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---

Date

---

Bidder's Name

---

Address

---

Authorized Signature

---

Type of Organization  
(Individual, Partnership or Corporation)

---

Telephone Number

---

State Contractor's Lic. No. & Exp. Date

**(BID PROPOSAL)**

**MATERIAL RECYCLING INFORMATION FORM**

**Maintenance Dredging—Fields Landing Boat Yard**

(Note: Recycling information requested and listed on this page is being collected for internal audit use only. It will not be used in any way related to the award of the project.)

Bid Item No.	Description of item to be recycled	Estimated tonnage of item to be recycled	Name & address of recycling facility

---

Date

---

Bidder's Name

---

Address

---

Authorized Signature

---

Type of Organization  
(Individual, Partnership or Corporation)

---

Telephone Number

---

State Contractor's Lic. No. & Exp. Date

**(BID PROPOSAL)**

**NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER**  
**AND SUBMITTED WITH BID**

**Maintenance Dredging–Fields Landing Boat Yard**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ (DATE),

at \_\_\_\_\_ (DISTRICT), \_\_\_\_\_ (STATE).

\_\_\_\_\_  
Bidder's Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address 1

\_\_\_\_\_  
Type of Organization  
(Individual, Partnership or Corporation)

\_\_\_\_\_  
Address 2

\_\_\_\_\_  
State Contractor's Lic. No. & Exp. Date

**(BID PROPOSAL)**

**PROPOSAL TO THE BOARD OF COMMISSIONERS**  
**OF THE HUMBOLDT BAY HARBOR, RECREATION & CONSERVATION DISTRICT**

**Maintenance Dredging—Fields Landing Boat Yard**

To the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District:

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location(s) of the proposed work and the proposed form of the contract and the plans and specifications; and he agrees if this proposal is accepted, that he will contract with the Humboldt Bay Harbor, Recreation and Conservation District, in the form of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction and to do all the work and furnish all the materials specified in the contract in the manner and time prescribed and according to the requirements of the Engineer; that he will provide the bonds as required herein at the time he executes the contract; that he will provide proof of insurance as provided herein; that he will begin the work on the project within TEN (10) CALENDAR DAYS after receiving notice from the District to proceed and diligently prosecute the same to completion before the expiration of July 1-October 15 (unless extension is granted) from the date of commencement of the work; and that as provided for in the General Provisions, the liquidated damage shall be in the sum of **Two Hundred Fifty (\$250.00)** per day for each and every calendar day delay in finishing the work beyond the time described herein; and that he will take in full payment therefore the following unit or lump sum prices, as the case may be, to wit:

**SEE BID SCHEDULE ON FOLLOWING PAGE**

**(BID PROPOSAL)**

**BID SCHEDULE**

**Maintenance Dredging–Fields Landing Boat Yard**

<b>Bid Item No.</b>	<b>Approx. Quantity</b>	<b>Bid Item Description with Total Price Written in Words</b>	<b>Unit Price</b>	<b>Total Item Price (Based on Max Quantities)</b>
<b>1 BASE</b>	Lump Sum	Mobilization and Demobilization fixed at _____ _____ Dollars		\$ _____
<b>2A BASE</b>	Lump Sum	<del>Pre-Dredging Hydrographic Survey FLBY fixed at</del> _____ _____ _____ Dollars	<b>Item 2A has</b>	<b>been removed</b>
<b>2B BASE</b>	Lump Sum	Post-Dredging Hydrographic Survey FLBY fixed at _____ _____ Dollars		\$ _____
<b>3 BASE</b>	Min 1,000 CY, max 7,000 CY w/over-dredge	FLBY Dredging: minimum of 1,000 CY within the boat lift dock fingers, and up to a maximum additional 6,000 CY from the exterior edges of the boat lift dock fingers _____ _____ Dollars	_____/CY	\$ _____
<b>4 BASE</b>	Min 1,000 CY, max 7,000 CY w/over-dredge	Transportation and disposal of dredged sediment from FLBY to HOODS _____ _____ Dollars	_____/CY	\$ _____
<b>BASE BID TOTAL</b>				<b>\$ _____</b>



**(BID PROPOSAL)**

**BID SCHEDULE**

**Maintenance Dredging—Fields Landing Boat Yard**

TOTAL BASE BID AMOUNT IN NUMBERS: \$ \_\_\_\_\_

TOTAL BASE BID AMOUNT IN WORDS:

\_\_\_\_\_  
\_\_\_\_\_

Stand-by time at \$ \_\_\_\_\_ per hour.

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

\_\_\_\_\_  
Company

**BIDDER MUST SIGN THIS PAGE**

## (BID PROPOSAL)

It is further understood and agreed that:

- A. In case of a discrepancy between words and figures, the words shall prevail, and in case of a discrepancy between unit prices and totals, the unit price shall prevail.
- B. The District reserves the right to eliminate any section of this proposal from the contract without claim of the Contractor for profits lost.
- C. No verbal agreement or conversation with any officer, agent, or employee of the District, either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations of this proposal.
- D. The District will not be responsible for any errors or omissions on the part of the undersigned in making up his bid, nor will the bidder be released on account of errors.
- E. The undersigned bidder is properly licensed in accordance with the State of California Contractors' State License Law providing for the registration of Contractors.
- F. If the proposal is accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Board of Commissioners, within EIGHT (8) CALENDAR DAYS (not including Sundays) after the bidder has received the Notice of Award, the District may, at its option, determine that the bidder has abandoned the contract, and thereafter this proposal and the acceptance thereof shall be null and void.
- G. The undersigned bidder certifies that he has confirmed that the proposed form of contract and the Plans and Specifications are complete.

---

Date

---

Bidder's Name

---

Address

---

Authorized Signature

---

Type of Organization  
(Individual, Partnership or Corporation)

---

Telephone Number

---

State Contractor's Lic. No. & Exp. Date

THE ABOVE SIGNED ACKNOWLEDGES THAT THESE REPRESENTATIONS ARE MADE  
UNDER PENALTY OF PERJURY.

## **CONTRACT AGREEMENT**

### HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT FIELDS LANDING BOAT YARD MAINTENANCE DREDGING

This CONTRACT is made and entered into this \_\_\_\_\_ ( ) day of \_\_\_\_\_ 2018, by and between the Humboldt Bay Harbor, Recreation, and Conservation District, a California public entity ("HBHRCD"), and \_\_\_\_\_ as ("Contractor").

The parties agree as follows:

1. Scope of Services: Contractor agrees to complete all work as specified in the Technical Specifications, attached hereto and incorporated herein ("Work"). All work shall be completed in accordance with the Contract Documents.
2. Contract Documents Include: The contract documents include this Contract, all Plans and Specifications, including the Greenbook (BNI Publications, Inc., 2018 edition available on line), the Notice Inviting Proposals, the Certificates of Insurance, Workers' Compensation Certificate, and Bonds (if any) ("Contract Documents"). All of the provisions of the Contract Documents are hereby incorporated in and made a part of this Contract as if fully set forth herein.
3. Compensation: The HBHRCD shall pay Contractor for the price set forth by him/her in the accepted Bid. The total compensation to be paid will be computed on the basis of the quantity of work actually performed in accordance with the Contract Documents, and paid for at the stipulated contract unit or lump sum prices, as the case may be.
4. Payment: Contractor shall submit monthly invoices for completed tasks as outlined in the submitted Bid Schedule. All invoices must include Purchase Order No.1317. Invoices received without reference to correct Purchase Order Number will be returned to Contractor without processing. The HBHRCD agrees to pay invoices within 30 days upon receipt of invoice less 10% until approval and acceptance of completed project. The final invoice will be paid within 30 days from the HBHRCD's acceptance and approval of completed project. All payments are subject to final audit upon completion of services or other termination of this Contract.
5. Commencement of Work, Time for Completion: No Work shall be performed or furnished under this Contract until the HBHRCD has delivered a signed Contract and Notice to Proceed to the Contractor. The Contractor shall complete the Work by October 15, 2019, (*the "Completion Date"*). An extension to the Completion Date may be allowed in accordance with Section 34, Uncontrollable Circumstances. The Contractor shall at all times employ such force, plant, materials, and tools as will be sufficient, in the opinion of the HBHRCD Representative, to perform required activities at a pace sufficient to complete the Work by the Completion Date. If in the opinion of the HBHRCD Representative, the Contractor has failed or is failing to employ sufficient force, materials, and tools, or, to maintain adequate progress, the

HBHRCD Representative may, at no additional cost to the HBHRCD, require the Contractor to increase progress of work. The Contractor shall implement action required to increase progress and report the action or actions to be taken to the HBHRCD Representative within two work days following the HBHRCD Representative's order to increase progress.

6. Bonds and Surety Qualifications: If indicated below, the successful Contractor shall, within 15 days of contract award and before execution of the contract, furnish a Bond for Faithful Performance and/or a Payment Bond (also called Labor and Materials Bond) on forms provided by the HBHRCD, each in the amount of 100 percent of the contract price. The Bond for Faithful Performance shall remain in effect during the performance of the work, and for 365 days after recordation of a Notice of Completion, or if a Notice of Completion is not recorded by the HBHRCD, within thirty days of completion of the Work. The Payment Bond shall remain in effect until recordation of the Notice of Completion, or if a Notice of Completion is not recorded by the HBHRCD, for 60 days after completion of the Work. All Bonds shall be furnished by the Contractor at its own cost and expense. All bonds shall be executed by such sureties as are admitted to transact surety insurance in the State of California. Should an objection as to the sufficiency of an admitted surety on a bond be made, California Code of Civil Procedure Section 995.660 shall apply.

Performance Bond Required: ☒ Payment Bond Required: ☒ [check only if required]

7. Independent Contractor: Parties intend that the successful Contractor, in performing Work, shall act as an independent contractor and shall have control of his work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for others while under contract with HBHRCD, provided no conflict of interest is created. Contractor is not to be considered an agent or employee of HBHRCD.
8. Insurance: All Work shall be performed entirely at the Contractor's risk. Prior to the beginning of and throughout the duration of the Work, Contractor shall procure and maintain for the duration of the contract, and for a minimum of five (5) years after completion of all Work, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. All insurance carriers shall be admitted in the state of California and have an A.M. Best's rating of A- or better and minimum financial size VII. Coverage shall be at least as broad as the following minimum limits:
- (a) *Commercial General Liability*: Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence for all covered losses. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit. Additional insured coverage for the HBHRCD shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.
  - (b) *Automobile Insurance*: ISO Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident for bodily injury and property damage. If Contractor or Contractor's employees will use personal autos

on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

- (c) *Workers Compensation Insurance*: covering all employees and volunteers as required by the State of California on a state-approved policy form, and Employer's Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- (d) *Excess or Umbrella Liability Insurance (Over Primary)*: if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverage. Such policy or policies shall include a drop down provision providing coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. Such insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the HBHRCD before the HBHRCD's insurance or self-insurance shall be called upon to protect it as a named insured. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to HBHRCD for injury to employees of Contractor, sub-contractors or others involved in performing Work under this Contract. The scope of coverage provided is subject to approval of HBHRCD following receipt of proof of insurance as required herein.
- (e) *General Conditions Pertaining to Insurance*:
  - (1) Contractor shall have its insurer endorse the third party general liability coverage to include as additional insureds the HBHRCD, its officials, employees, volunteers and agents, using standard ISO endorsement CG 20 10. The additional insured coverage under Contractor's policy shall be provided on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the HBHRCD. Contractor's policy shall not seek contribution from the HBHRCD'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 Contract 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 HBHRCD as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Contract, 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 HBHRCD 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 HBHRCD.
  - (4) The HBHRCD 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 HBHRCD'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 HBHRCD.

- (6) Contractor agrees to waive subrogation rights against the HBHRCD 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 Contractor's general liability policy, shall be delivered to the HBHRCD at or prior to the execution of the Contract.
- (8) All coverage types and limits required are subject to approval, modification and additional requirements by the HBHRCD, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the HBHRCD's protection without the HBHRCD's prior written consent.
- (9) The HBHRCD reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the HBHRCD will negotiate additional compensation proportional to the increased benefit to the HBHRCD.
- (10) In the event Contractor fails to obtain or maintain completed operations coverage as required by this Contract, the HBHRCD at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

(f) Maritime

The Contractor shall provide and maintain insurance under the United States Longshore and Harbor Workers' Compensation Act if the work covered by the Contract Agreement includes activities subject to that Act (work whole or in part upon the navigable waters of the United States, including any adjoining pier, wharf, dry dock, terminal, building way, marine railway, or adjoining areas) throughout the duration of the Contract Agreement.

The Contractor shall provide and maintain insurance under the Jones Act in the event that the work covered by the Contract Agreement includes activities covered by the Jones Act (including, but not limited to, work from ships, vessels, barges, or dredges) throughout the duration of the Contract Agreement.

9. Indemnity:

- (a) To the fullest extent allowed by law, Contractor shall indemnify, defend and hold harmless the HBHRCD and its officers, officials, employees, and volunteers through legal counsel reasonably acceptable to the HBHRCD, from and against any and all claims, damages and expenses, including attorney fees and costs of litigation, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the HBHRCD.

- (b) Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her/its sole expense and agrees to bear all other costs and expenses related thereto.
- (c) Contractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law.
- (d) The defense and indemnification obligations of the Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract.

10. Subcontracting:

- (a) Contractor shall comply with the Subletting and Subcontracting Fair Practices Act of Public Contracts Code Sections 4100 et seq.
- (b) Contractor shall submit to the HBHRCD the following information as part of its bid proposal:
  - (1) The name and location of the place of business of each subcontractor performing work, labor or rendering construction services and each subcontractor licensed by the State of California specially fabricating and installing improvements according to detailed drawings or the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid.
  - (2) The portion of the Work to be done by each subcontractor.
- (c) Contractor shall list only one subcontractor for each portion of the Work identified in the bid.
- (d) Contractor shall include in all subcontracts and require of all subcontractors all insurance and indemnity requirements and provisions of the Contract 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 Contract for the full period of time allowed by law.
- (e) Each subcontractor shall be obligated to Contractor and the HBHRCD in the same manner and to the same extent as Contractor is obligated to the HBHRCD under the Contract Documents. If hiring a sub-subcontractor to perform any Work, the subcontractor shall include in the sub-subcontract all provisions of the Contract Documents including all insurance and indemnity provisions that are applicable to said sub-subcontractor's scope of work.
- (f) Contractor shall furnish a copy of the Contract insurance and indemnity provisions to any subcontractor upon request. Upon request from the HBHRCD, Contractor shall provide insurance certificates and endorsements of its subcontractors.

11. Registration with Department of Industrial Relations: Contractor and all subcontractors shall be currently registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

12. Prevailing Wages: This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A determination of the general prevailing rates of per diem wages and holiday and overtime work where the work is to be performed is available for review upon request at HBHRCD's Main office, 601 Startare drive Eureka Ca 95501. Contractor and subcontractors will not pay less than the prevailing rates of wages. Contractor will post one copy of the prevailing rates of wages at the job site. The statutory provisions for penalties for failure to comply with state's wage and hour laws will be enforced (Labor Code § 1813). Contractor shall forfeit as penalty to the HBHRCD the sum of up to two hundred dollars (\$200.00) for each calendar day or portion thereof, and for each worker paid less than the prevailing rates under the contract.

13. Payroll Records:

(a) Pursuant to California Labor Code Section 1776, Contractor and each subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public work project.

(b) The payroll records enumerated under paragraph (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated on paragraph (a) shall be made available for inspection or furnished upon request to the HBHRCD, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in paragraph (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the HBHRCD, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (b)(2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as provided by the division.



- (d) The Contractor or subcontractor shall file a certified copy of the records enumerated in paragraph (a) with the entity that requested the records within ten days after receipt of a written request.
  - (e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the HBHRCD, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated.
  - (f) Agencies included in the Joint Enforcement Strike Force on the Underground Economy and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. The Contractor shall not be liable for damages due to good faith compliance with this subdivision.
  - (g) The Contractor shall inform the HBHRCD of the location of the records enumerated under paragraph (a), including the street address, HBHRCD and county, and shall, within five working days, provide a notice of change of location and address.
  - (h) The Contractor or subcontractor shall have ten days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (a). In the event that the Contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the HBHRCD, forfeit \$100 for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty assessment pursuant to this section due to a failure of a subcontractor to comply with this section.
  - (i) The Contractor and each subcontractor shall furnish all personnel records specified in Labor Code section 1776, as described in this section 13, directly to the Labor Commissioner at least monthly, or more frequently if specified in this contract, and in a format prescribed by the Labor Commissioner.
14. Audit of Records: Contractor shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the HBHRCD or establishing the basis for an invoice, for a minimum of four years from the date of final payment to Contractor. All such records shall be clearly identifiable. Contractor shall allow HBHRCD representatives to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.
15. Hours of Work:
- (a) Eight hours labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times the basic rate of pay for work in excess of eight hours during a calendar day or 40 hours during a calendar week of the foregoing hours.

- (b) Contractor shall keep and make available an accurate record showing the name each worker and hours worked each day and each week by each worker.
  - (c) As a penalty to the HBHRCD, Contractor shall forfeit twenty-five dollars (\$25.00) for each worker, including subcontractors' workers, for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of Labor Code Sections 1810 through 1815.
16. Document Submission and Title to Documents: All documents, reports, plans, specifications, maps, estimates, manuscripts, drawings, descriptions and other final work products compiled under this Contract must be submitted electronically in MS Word and PDF formats and in hard copy format. Additionally, upon payment of fees and expenses due, title to all such documents shall be vested in the HBHRCD.
17. Materials and Equipment:
- (a) Unless otherwise specified, shown, or permitted by the HBHRCD, materials and equipment incorporated in the Work shall be new. The HBHRCD may request the Contractor to furnish manufacturer's certificates to this effect.
  - (b) The Contractor must furnish adequate equipment and facilities to properly perform the Work in a workmanlike manner in accordance with specifications set forth in this Contract. Such equipment and facilities must be in a good state of repair and maintained in such state during the progress of the Work and shall meet requirements of applicable ordinances and laws. No worn or obsolete equipment shall be used, and in no case shall the manufacturer's rating of capacity HBHRCD for equipment be exceeded.
  - (c) Materials furnished and Work performed shall be subject to inspection and testing by HBHRCD's authorized agents at HBHRCD's expense. If such inspection and testing reveals non-compliance with the requirements of this contract, the Contractor shall bear the cost of necessary corrective measures and the cost of subsequent inspecting and testing.
  - (d) The inspection of the Work shall not relieve the Contractor of the obligations under the contract. Even though equipment, materials, or Work required under the Contract have been inspected, accepted, and estimated for payment, the Contractor shall replace or repair such equipment, materials, or Work found to be defective or otherwise not to comply with the requirements of the contract up to the end of the maintenance and guarantee period.
  - (e) Materials for use in the Work shall be stored by Contractor to prevent damage from exposure to the elements, admixture of foreign materials or from any other cause. Contractor is responsible for damage to or loss of materials by weather or other causes.
18. Permits and Licenses: Prior to execution of the Contract, the Contractor shall obtain and maintain throughout the contract period a valid business license. Contractor shall apply for and procure permits and licenses necessary for the Work. Contractor shall give notices necessary and incidental to the due and lawful prosecution of the Work and shall comply duly with the terms and conditions of permits and licenses. Contractor shall pay charges and fees in connection with permits and licenses.
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19. Contractor Qualifications and Standard of Work: Contractor warrants that it is fully qualified to perform the Work, and holds all applicable licenses, permits, and other necessary qualifications. Contractor shall perform and complete in a good and workmanlike manner all the Work described in the Contract Documents, to furnish at its cost and expense all tools, equipment, labor and materials necessary therefor, except such materials as are specifically stipulated in the Contract Documents to be furnished by HBHRCD, and to do everything required by this Contract and other contract documents. Contractor shall possess a valid Class C-12 and/or "A" (contractor license), or the appropriate special California contractor's license at the time of bid submission and for the duration of the Contract. The Contractor shall be responsible for complying with all applicable local, state, and federal laws and regulations whether or not expressly stated or referred to herein. Only competent workers shall be employed on the Work. Workers who are incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fail to perform Work properly and acceptably, shall be immediately removed from the Work by the Contractor and not re-employed.
20. Apprentices: Contractor shall comply with the Labor Code concerning the employment of apprentices.
21. Supervision of Work by Contractor: Before starting the Work, Contractor shall designate, in writing, a representative having authority to act for Contractor, and may designate an alternate representative. The representative or alternate shall be present at the work site when Work is in progress. Orders or communications given to this representative shall be deemed delivered to the Contractor. In the absence of the Contractor or designated representative, directions or instructions may be given by the HBHRCD Representative to the superintendent or foreman having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or the representative.
22. HBHRCD Representative: The HBHRCD Representative, as designated by the HBHRCD Manager for the HBHRCD ("HBHRCD Representative"), shall decide questions about the quality of materials furnished and Work performed, manner of performance, rate of progress of the Work, interpretation of the plans and specifications, and the fulfillment of the Contract by the Contractor.
23. Inspection:
- (a) The HBHRCD Representative shall have access to the Work during construction and shall be furnished with reasonable facility for gaining knowledge of the progress, workmanship and character of materials used and employed in the work.
  - (b) When the Contractor varies the period during which Work is carried on each day, Contractor shall give notice to the HBHRCD Representative so proper inspection may be provided. Work done in the absence of the HBHRCD Representative is subject to rejection.
  - (c) No materials shall be installed until approved by the HBHRCD Representative. Installations to be backfilled shall be inspected and approved by the HBHRCD Representative prior to backfilling. The Contractor shall give notice in advance of backfilling to the HBHRCD Representative so proper inspection may be provided.
  - (d) The inspection of the Work shall not relieve the Contractor of obligations to fulfill the contract. Defective Work shall be made good, and unsuitable materials may be rejected notwithstanding the
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fact such defective Work and unsuitable materials have been previously overlooked by the HBHRCD Representative and accepted.

24. Removal of Defective and Unauthorized Work:

- (a) Rejected Work shall be removed and replaced by Contractor in an acceptable manner and no compensation will be allowed for such removal or replacement. Work done beyond the lines and grades shown on the plans or established by the HBHRCD Representative, or Work done without written authority will be considered as unauthorized and not be paid for. Such Work may be ordered removed at Contractor's expense.
- (b) Upon failure on the part of Contractor to comply promptly with an order of the HBHRCD Representative under this section, the HBHRCD Representative shall have authority to cause defective Work to be removed and replaced, and unauthorized Work to be removed, and to deduct the costs from monies due Contractor.

25. Errors Or Discrepancies Noted By Contractor:

- (a) If the Contractor finds discrepancy between the specifications and the drawings, and the physical conditions at the site of the Work or finds errors or omissions in the drawings or in any survey, Contractor shall promptly notify the HBHRCD in writing of such discrepancy, error or omission. If the Contractor observes drawings or specifications at variance with applicable law, ordinance, regulation, order or decree, Contractor shall promptly notify the HBHRCD in writing of such conflict.
- (b) On receipt of any such notice, the HBHRCD shall promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, Work done by the Contractor, after Contractor's discovery of such error, discrepancy or conflict will be at Contractor's own risk and Contractor shall bear costs arising therefrom.

26. Cleanup: On completion of the Work, Contractor shall remove debris and surplus materials from the work site.

27. Guarantees: Contractor guarantees Work from defect in workmanship for the period of one year from the date of acceptance by the HBHRCD and shall repair and replace such Work, together with other displaced work, without expense to the HBHRCD, ordinary wear and tear, usual abuse or neglect excepted. HBHRCD may have the defects repaired and made good at the expense of the Contractor, if Contractor fails to comply with the above-mentioned conditions within a week after being notified in writing.

28. Safety: Contractor and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under the Contract Work Hours and Safety Standards Act, as set forth in Title 29, C.F.R. and by the California Division of Industrial Safety. Contractor shall take all precautions necessary for the safety and prevention of damage to property on/or adjacent to the work site, and for the safety of and prevention of injury to persons, including HBHRCD's employees, Contractor's employees, and third persons, on/or adjacent to the work site.

29. Termination: Contractor at Fault:

- (a) The HBHRCD shall have the right to terminate the Contractor for cause under any one or more of the following circumstances:
  - (1) Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, failure to adhere to the progress schedule as approved from time-to-time by the HBHRCD Representative, failure to adhere to the schedule of values as approved from time-to-time by the HBHRCD Representative);
  - (2) Contractor's disregard of applicable laws and regulations;
  - (3) Contractor's repeated disregard of the authority or orders of the HBHRCD Representative;
  - (4) Contractor's repeated or persistent default of any of the provisions of the Contract Documents;
  - (5) Contractor's material breach of any provision of the Contract Documents;
  - (6) Contractor's failure to perform Work for a period of five consecutive work days unless such failure is excused because of inclement weather or Uncontrollable Circumstance.
- (b) If one or more of the grounds for termination exist, the HBHRCD, after giving the Contractor and the performance surety five days written notice, may at its sole discretion, without liability for trespass or conversion, take any of the following actions: terminate the service of the Contractor; exclude the Contractor from the site; take possession of the site and Work; take possession of all of Contractor's tools, appliances, construction equipment, and machinery at the site; take possession of all materials and component parts, equipment, or machinery stored at the site or for which the Contractor has paid but which are stored elsewhere; use the site, tools, appliances, construction equipment, machinery, parts, and materials to the full extent they could be used by Contractor; finish the Work as the HBHRCD may deem expedient; or make demand on the performance bond surety to complete the Work. When the HBHRCD terminates Contractor's services under this Section, Contractor shall not be entitled to receive further payments until the Work is completed. If the unpaid balance of the Contract Price is greater than all claims, costs, losses, offsets and damages (including without limitation all fees and charges of engineers, architects, land surveyors, contractors and other providers of professional services) sustained by the HBHRCD arising out of or relating to completing the Work or exercising its rights under this Section, the excess will be paid to Contractor or the performance bond surety. If the unpaid balance of the Contract Price is less than all claims, costs, losses, offsets and damages (including without limitation all fees and charges of engineers, architects, land surveyors, contractors and other providers of professional services) sustained by the HBHRCD arising out of or relating to completing the Work or exercising its rights under this Section, Contractor will pay the difference to the HBHRCD. When exercising any rights or remedies under this Section, the HBHRCD shall not be required to obtain the lowest price for the Work performed.
- (c) The termination of Contractor's services under this paragraph will not affect any rights or remedies the HBHRCD may have against Contractor existing at the time of termination or which may later

accrue. Any release of retention or payment by the HBHRCD will not release Contractor from liability.

30. Termination: Contractor Not at Fault:

- (a) Upon five days' written notice to Contractor, the HBHRCD may, without cause and without prejudice to any other of the HBHRCD's rights or remedies, terminate the Contract.
- (b) Upon the service of a notice of contract termination, Contractor shall discontinue the Work in the manner, sequence, and at such times as directed by the HBHRCD Representative. Contractor shall remain responsible for the quality and fitness of the Work performed by Contractor before termination of the Contract. All requirements of the Contract pertaining to Work completed or to be completed as directed by the HBHRCD Representative as of the time of termination shall survive the termination, including without limitation, all indemnities, warranties, requirements for preparation of record drawings and completion of any "punch-list" items directed by the HBHRCD Representative. Contractor shall cooperate with HBHRCD with respect to providing information about the work in progress at the time of termination, as requested by the HBHRCD Representative.
- (c) Upon termination of the Contract, HBHRCD shall use reasonable efforts to determine and pay to Contractor within 30 days, without duplication, for the following items:
  - (1) For completed and acceptable Work executed in accordance with the contract Documents before the effective date of termination, including a fair and reasonable amount for overhead and profit on such Work, less any prior payments for the Work. The determined value of the Work, including overhead and profit, shall be consistent with the Contract Documents, including any schedule of payments or schedule of values.
  - (2) For documented direct expenses sustained before the effective date of termination in performing services or furnishing labor, materials, or equipment as required by the Contract Documents necessary for the execution of the uncompleted Work. The determined value of the documented direct expenses, including overhead and profit, shall be consistent with the Contract Documents, including any schedule of payments or schedule of values.
  - (3) For reasonable and documented direct expenses, including damages, incurred in settlement or as a consequence of terminated subcontracts;
  - (4) For other actual expenses reasonably incurred as a direct consequence of the termination.
- (d) Notwithstanding the foregoing, Contractor shall not be entitled to recover any loss of anticipated profit or revenue or other economic loss arising out of or resulting from the termination, including without limitation any claim for anticipated profits on the Work not performed or lost business opportunity.
- (e) If the Contractor is terminated under this Section, the HBHRCD may purchase from the Contractor all consumable supplies of the Contractor on hand, or in transit, or on definite commitment, including fuel, lubricants, and materials of construction not incorporated in the Work which, in the opinion of the HBHRCD Representative, are suitable and required to complete the Work; and the

HBHRCD shall pay to the Contractor for such consumable supplies the prices paid therefore by the Contractor.

- (f) If the Contractor is terminated under this Section, upon request by the HBHRCD Representative, the Contractor shall provide the HBHRCD Representative with an itemized inventory and cost account of all plant, tools, equipment, labor and consumable supplies that have been used, are then in use, and were planned to be used on the Work. Further, upon request, the HBHRCD shall have the right to audit all of the Contractor's records relating to costs incurred or planned to be incurred in performing the Work.

31. Authority to Execute this Contract: The person or persons executing this Contract on behalf of Contractor warrants and represents that he/she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

32. Representations: The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Contract or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein; and each party acknowledges that it has relied on its own judgment in entering into this Contract. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with its dealings with the other.

33. Notices: Any notice or instrument required to be given or delivered by this contract may be given by depositing the same in any United States Post Office, registered or certified, postage prepaid, address to:

To HBHRCD:

Attn: Executive Officer

Humboldt Bay Harbor, Recreation, and Conservation District

PO Box 1030

Eureka Ca 95502

To Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

34. Assignment: Contractor shall not assign this contract or payments under this contract. Contractor and each subcontractor hereby assign to the HBHRCD rights, title, and interest in and to causes of action under Section 4 of the Clayton Act (15 U.S.C.A. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for this contract or the subcontract. This assignment shall be made and become effective without further acknowledgement by the parties at the time HBHRCD tender's final payment to Contractor.

35. Amendment: No waiver or modification of this Contract shall be valid unless agreed upon and signed by both the HBHRCD and Contractor.
36. Nondiscrimination: Contractor shall ensure equal employment opportunity for all persons, regardless of race, color, religion, sex, creed, national origin, ancestry, age, medical condition, physical or mental disability, Vietnam-era veteran or special disabled veteran status, marital status or citizenship, within the limits imposed by law. These principles are to be applied by Contractor in all employment practices including recruiting, hiring, transfers, promotions, training, compensation, benefits, layoffs, and terminations. Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans With Disabilities Act of 1990, and any other applicable federal and state laws and regulations pertaining to nondiscrimination.
37. Uncontrollable Circumstances:
- (a) Upon Contractor's written request and submission of substantiating documentation of a delay resulting from an Uncontrollable Circumstance, the HBHRCD Representative shall give Contractor a non-compensable extension of time. Contractor shall submit a written request within seven days of the commencement of the Uncontrolled Circumstance.
  - (b) Prior to completion and acceptance of the Work, Contractor is responsible for, and bears the risk of loss associated with, damage or loss to any portion of the Work regardless of the cause, except that Contractor may request an extension of any required Completion Date specified, as set forth in Section 36(a). Contractor shall repair or replace such damages or destroyed Work to its prior undamaged condition before being entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Contractor from completion of Work.
  - (c) "Uncontrollable Circumstance" means any act, event or condition that is:
    - (1) beyond the reasonable control of the Contractor that justifies Contractor not timely performing an obligation or complying with any condition required under the contract documents, and
    - (2) materially expands the scope of, interferes with, or delays the Contractor's performance of obligations under the contract documents, but only if such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of the contract documents on the part of the Contractor.
  - (d) Examples of acts, events or conditions that typically qualify as uncontrollable circumstances include: naturally occurring events such as landslides, underground movement, earthquakes, fires, tornadoes, hurricanes, floods, lightning, epidemics, and extreme weather that threatens worker safety, property and/or project integrity in Contractor's sole determination; explosions, terrorism, sabotage, or similar acts of a declared public enemy; extortion; war; blockade; insurrection, riot or civil disturbance; labor disputes, except labor disputes involving employees of the Contractor, its affiliates, or subcontractors, vendors and suppliers; the failure of any subcontractor to furnish services, materials, chemicals or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute an uncontrollable circumstance if it affected Contractor



directly, and Contractor is not able after exercising all reasonable efforts to timely obtain substitutes; the preemption, confiscation, diversion, destruction or other interference in possession or performance of materials or services by a government agency in connection with a public emergency or any condemnation or other taking by eminent domain of any material portion of the Work.

- (e) Examples of acts, events or conditions that do not typically qualify as an uncontrollable circumstances include: weather conditions normal for the area where the Work is being performed; any delay that would not have occurred but for the Contractor's failure to comply with its obligations under the contract documents; Contractor's inability to obtain timely materials or equipment; any work related injuries, accidents or safety violations; any changes in interest rates, inflation rates, wage rates, insurance premiums, commodity prices, currency values, exchange rates or other general economic conditions that significantly increase Contractor's cost of performing the Work; any change in the financial condition of the Contractor or any subcontractor affecting their ability to perform timely their respective obligations; the consequences of error, neglect or omissions by the Contractor, any subcontractor, or any other person in the performance of the Work; any change of union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed on the Work or otherwise increasing the cost to the Contractor of performing the Work; inclement weather conditions normal for the area where the Work is being performed; any mechanical failure of equipment; or any electric utility power outages except as a direct result of an independent uncontrollable circumstance.

38. Extra, Changed Work:

- (a) The HBHRCD may require changes in, additions to, or deductions from the Work to be performed or to the materials to be furnished under this contract. No extra work shall be performed or change made except pursuant to a written order from the HBHRCD stating the extra work or change is authorized, and setting forth the basis upon which payment is to be made. No claim for additional compensation shall be valid unless pursuant to such a change order. Nothing in this section shall excuse the Contractor from proceeding with the prosecution of the changed work. When required by the HBHRCD, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing the value of any ordered change
- (b) Adjustments in the amounts to be paid to the Contractor by reason of any such change, addition or deduction shall be determined by one or more of the following methods:
  - (1) By an acceptable lump sum proposal from the Contractor.
  - (2) By unit prices contained in the Contractor's original bid and incorporated in the contract documents or fixed by subsequent agreement between the HBHRCD and the Contractor.
  - (3) By ordering the Contractor to proceed with the work and to furnish daily reports of extra work. The reports shall itemize all costs for labor, material, and equipment rental. The reports for workers shall include hours worked, rates of pay, names and classification; and for equipment shall include size, type, identification number and hours of operation. Records and reports shall be made immediately available to the HBHRCD Representative upon his request.

- (c) When the HBHRCD orders extra work and there is an agreement between the HBHRCD and the Contractor to perform the extra work, the HBHRCD may approve the method used by the Contractor to accomplish the work. At the request of the HBHRCD, the method to be used shall be memorialized in writing prior to work being performed.

39. Governing Law and Venue: This Contract and performance hereunder and all suits and special proceedings shall be construed in accordance with the laws of the State of California. If any action is brought to enforce the terms of this contract it shall be brought in Humboldt County Superior Court.

40. Attorney's Fees: Should any litigation or arbitration be commenced between the parties hereto concerning this contract, 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.

This Contract contains the sole and entire agreement between the parties. It supersedes any and all other agreements between the parties.

Executed in Eureka, California on \_\_\_\_\_ (date)

**HBHRCD:**

By: Larry Oetker  
Executive Director

Signature: \_\_\_\_\_

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

Board of Commissioners, Board President

Signature \_\_\_\_\_

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

Approval as to form:  
Paul Brisso

Signature \_\_\_\_\_

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

**CONTRACTOR:**

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

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

Signature: \_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Phone : \_\_\_\_\_

Contractor's License #: \_\_\_\_\_

Employer Tax ID#: \_\_\_\_\_

DIR ID #: \_\_\_\_\_

**(CONTRACT AGREEMENT PACKAGE)**

(Attach completed Contractor's "Certificate of Insurance" to this page)

<b>CERTIFICATE OF INSURANCE</b>					ISSUE DATE (MM/DD/YY)	
<b>THE HUMBOLDT BAY HARBOR, RECREATION &amp; CONSERVATION DISTRICT, CALIFORNIA</b>						
<b>PRODUCER</b>		THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
<b>INSURED</b>		<b>INSURERS AFFORDING COVERAGE:</b> <span style="float: right;"><b>BEST'S RATING</b></span> <b>INSURER A:</b> _____ <b>INSURER B:</b> _____ <b>INSURER C:</b> _____ <b>INSURER D:</b> _____ <b>INSURER E:</b> _____				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="margin-left: 20px;"><input type="checkbox"/> CLAIMS MADE   <input type="checkbox"/> OCCURRENCE</div> <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> OTHER				EACH OCCURRENCE	\$
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED. EXP. (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS COMP/OP AGG.	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	\$
					AGGREGATE	\$
	<b>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERS/MEMBER EXCLUDED?  If yes, describe under SPECIAL PROVISIONS below.				<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">WC STATUTORY LIMITS</div> <div style="width: 40%;">OTHER</div> </div> EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	
	<b>PROPERTY INSURANCE</b> <input type="checkbox"/> COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS						
<b>THE FOLLOWING PROVISIONS APPLY:</b> 1. None of the above-described policies will be canceled until after 30 days' written notice has been given to the District at the address indicated below. 2. The District, its officials, officers, employees, and volunteers are added as insureds on all liability insurance policies listed above. 3. It is agreed that any insurance or self-insurance maintained by the District will apply in excess of and not contribute with the insurance described above. 4. The District is named a loss payee on the property insurance policy listed above, if any. 5. All rights of subrogation under the property insurance policy listed above have been waived against the District. 6. The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the District for injuries to employees of the insured resulting from work for the District or use of the District's premises or facilities.						
<b>CERTIFICATE HOLDER/ADDITIONAL INSURED</b> The Humboldt Bay Harbor, Recreation & Conservation District, 601 Startare Drive, Eureka, CA 95501				<b>AUTHORIZED REPRESENTATIVE</b> SIGNATURE _____ TITLE _____ PHONE NO. _____		

Rev. 6/08

**(CONTRACT AGREEMENT PACKAGE)**

(Attach completed Contractor's "Commercial General Liability Endorsement" to this page.)

INSURER:  
POLICY NUMBER:  
ENDORSEMENT NUMBER:

ISO FORM CG 20 10 22 85: (MODIFIED)  
COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED – OWNERS, LESSEES, OR  
CONTRACTORS (FORM B)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**NAME OF ORGANIZATION:**

**HUMBOLDT BAY HARBOR, RECREATION & CONSERVATION DISTRICT  
601 Startare Drive, Eureka, California 95501**

**WHO IS AN INSURED** (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Modifications to ISO form CG 20 10 11 85:

1. The insured scheduled above includes the Insured's officers, officials, employees, and volunteers.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the District.

\_\_\_\_\_  
Signature-Authorized Representative

\_\_\_\_\_  
Address

CG 20 10 11 85 Insurance Services Office, Inc. Form (Modified)

**(CONTRACT AGREEMENT PACKAGE)**

(Attach completed Contractor's "Automobile Liability Special Endorsement" to this page.)

<b>AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE HUMBOLDT BAY HARBOR, RECREATION &amp; CONSERVATION DISTRICT, CALIFORNIA</b>		<b>SUBMIT IN DUPLICATE</b>	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
<b>PRODUCER</b>		<b>POLICY INFORMATION:</b>	
Telephone _____		Insurance Company: _____	
		Policy No.: _____	
		Policy Period: (from) _____ (to) _____	
		LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits	
		<input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____	
<b>NAMED INSURED</b>		<b>APPLICABILITY</b> This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the District unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the District are covered: <b>DISTRICT AGREEMENTS/PERMITS</b>	
<b>TYPE OF INSURANCE</b>		<b>OTHER PROVISIONS</b>	
<input type="checkbox"/> COMMERCIAL AUTO POLICY <input type="checkbox"/> BUSINESS AUTO POLICY <input type="checkbox"/> OTHER			
<b>LIMIT OF LIABILITY</b>		<b>CLAIMS:</b> Underwriter's representative for claims pursuant to this insurance.	
\$ 2,000,000 per accident, for bodily injury and property damage.		Name: _____	
		Address: _____	
		Telephone: _____	
<p>In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:</p> <ol style="list-style-type: none"> <li>1. <b>INSURED.</b> The District, its officers, officials, employees, and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Named Insured, or for which the Named Insured is responsible.</li> <li>2. <b>CONTRIBUTION NOT REQUIRED.</b> As respects work performed by the Named Insured for or on behalf of the District, the insurance afforded by this policy shall: (a) be primary insurance as respects the District, its officers, officials, employees, and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the District, its officers, officials, employees, and volunteers shall be excess of the Named Insured's insurance and not contribute with it.</li> <li>3. <b>CANCELLATION NOTICE.</b> With respect to the interests of the District, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the District.</li> <li>4. <b>SCOPE OF COVERAGE.</b> This policy affords coverage at least as broad as: <ul style="list-style-type: none"> <li>(1) If primary, Insurance Services Office form number CA0001 (Ed. 1/87), Code 1 ("any auto"); or</li> <li>(2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).</li> </ul> </li> </ol> <p>Except as stated above nothing herein shall be held to waive, alter, or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.</p>			
<b>ENDORSEMENT HOLDER</b>			
<b>HUMBOLDT BAY HARBOR, RECREATION &amp; CONSERVATION DISTRICT</b>		<b>AUTHORIZED REPRESENTATIVE</b> <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____	
<b>601 Startare Drive</b>		I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.	
<b>Eureka, California 95501</b>		Signature _____ (original signature required)	
		Telephone: (_____) _____ Date Signed _____	

REV. 2/08

(Attach completed Contractor's "Workers' Compensation and Employer's Liability Special Endorsement" to this page.)

REV. 1/93

**(CONTRACT AGREEMENT PACKAGE)**

**PERFORMANCE BOND**

WHEREAS, the Humboldt Bay Harbor, Recreation and Conservation District, County of Humboldt, State of California, by motion passed \_\_\_\_\_, 20 \_\_\_\_, has awarded to \_\_\_\_\_

\_\_\_\_\_ hereinafter designated as the "Principal," a contract for constructing

**Maintenance Dredging–Fields Landing Boat Yard**

AND WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW THEREFORE, we,

\_\_\_\_\_  
as Principal, and \_\_\_\_\_,  
as Surety, are held and firmly bound unto the Humboldt Bay Harbor, Recreation and Conservation District, California, hereinafter called the "Owner," to the penal sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
lawful money of the United States of America, for which sum well and duly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the hereby bounded Principal, his or its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

FURTHER, THE SAID SURETY, FOR VALUE RECEIVED, HEREBY STIPULATES AND AGREES that no change, extension of time, or alteration or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or modification of the Contract Documents or of work to be performed thereunder.



**(CONTRACT AGREEMENT PACKAGE)**

IN WITNESS WHEREOF five (5) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Address of Surety

**(CONTRACT AGREEMENT PACKAGE)**

**LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Humboldt Bay Harbor, Recreation and Conservation District, County of Humboldt, State of California, by motion passed \_\_\_\_\_, 20 \_\_\_\_, has awarded to

\_\_\_\_\_ hereinafter designated as the "Principal," a contract for constructing

**Maintenance Dredging--Fields Landing Boat Yard**

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth;

NOW THEREFOR, we, \_\_\_\_\_,

as Principal, and \_\_\_\_\_,

as Surety, are held and firmly bound unto the Humboldt Bay Harbor, Recreation and Conservation District, California, hereinafter called the "Owner," to the penal sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns shall fail to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by Section 3247 et seq. of the Civil Code of California, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond such reasonable attorney's fees, as shall be fixed by the court, awarded and taxed as in the above-mentioned statutes provided.

**(CONTRACT AGREEMENT PACKAGE)**

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, or alteration or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, or alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF five (5) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety

herein named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Address of Surety

**(CONTRACT AGREEMENT PACKAGE)**

**GUARANTY BOND**

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Humboldt Bay Harbor, Recreation and Conservation District, County of Humboldt, State of California, by motion passed \_\_\_\_\_, 20 \_\_, has awarded to

\_\_\_\_\_,  
hereinafter designated as the "Principal," a contract for constructing

**Maintenance Dredging–Fields Landing Boat Yard**

AND WHEREAS, said Principal is required under the terms of said contract to furnish a bond for correction of deficiencies during the specified guaranty period;

NOW THEREFORE, we,

\_\_\_\_\_,  
as Principal, and \_\_\_\_\_, as Surety,  
are held and firmly bound unto the Humboldt Bay Harbor, Recreation and Conservation District, California,  
hereinafter called the "Owner," to the penal sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
lawful money of the United States of America, for which sum well and duly to be made, we bind ourselves, our  
heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the hereby bounded Principal, his or its heirs, executors,  
administrators, successors, or assigns shall in all things stand to and abide by and well and truly keep and  
perform all the undertakings, terms, covenants, conditions, and agreements in the said guaranty of the contract,  
all within the time and in the manner therein designated and in all respects according to their true intent and  
meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and  
virtue.

**(CONTRACT AGREEMENT PACKAGE)**

IN WITNESS WHEREOF five (5) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety

herein named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Address of Surety**

# Technical Specifications

# SUMMARY OF WORK

## 1. Related Documents

Contract Documents and Plans, including Invitation For Bids, Notice To Bidders, Proposal, Bidder Certifications, Agreement, General Conditions and other sections of the Technical Provisions, apply to this Section.

## 2. Work Covered by the Contract Documents

The Work of this Contract includes work covered by lump sum and unit prices. The Work of this Contract comprises dredging activities, using a closed clam shell bucket excavator or crane, of all areas shown on the Plans and described by the Contract Documents. Prior to initiation of dredging activities, contractor is to attend a pre-construction meeting at Woodley Island with the Humboldt Bay Harbor, Recreation and Conservation District (District), and the permitting agencies to review the permit conditions of approval. Contractor to perform hydrographic surveys of Fields Landing Boat Yard (FLBY) boat lift dock fingers prior to dredging activities, contractor to review information from pre-dredge hydrographic survey with District to confirm dredge location, volumes and schedule. Work includes the removal of approximately 1,000 cubic yards of sediment from within the length of the fingers of the boat lift dock to the Federal Channel, and up to a maximum additional 6,000 cubic yards of sediment from the exterior edges of the fingers of the boat lift dock at FLBY to be transported and disposed of at the Humboldt Open Ocean Disposal Site (HOODS) or as directed by the District.

Project is located at the Fields Landing Boat Yard and encompasses the area located within the fingers of the boat lift dock to the main channel, and adjacent to the external edges of the boat lift dock fingers as shown on the Plans.

## 3. Work Restrictions

Access shall be shared access with the access required by District's Tenants and other Contractors in connection with activities being performed by District's Tenants and other Contractors at the Site and adjacent sites, and access shall be through project sites where there are activities being performed by others. Access may be moved at the District's discretion to accommodate adjacent work activities. Access to the site from the Bay shall be in accordance with the requirements of the Permits listed in Section 5 "Permits" and U.S. Coast Guard.

## 4. Special Conditions and Restrictions Pertaining to Work

Contractor shall attend a mandatory preconstruction meeting with District and permitting agencies to review permit conditions.

Contractor shall comply with the United States Coast Guard requirements for the safe boating and other navigational operations while performing work on Humboldt Bay or any other area where the Coast Guard has jurisdiction.

Contractor will not be compensated for materials removed beyond limits of dredging (including over depth).

## 5. Permits

District is responsible for complying with the following permits: A U.S. Army Corps of Engineers Dredging Permit, a Regional Water Quality Control Board Water Quality Certification, and standard conditions for use of HOODS. All obtained permits are included in the Appendices to these Contract Documents. The Project is exempt from the California Environmental Quality Act (CEQA), and a waiver has been acquired from the California Coastal Commission.

Contractor acknowledges that the Scope of the Work includes services not provided under specific Bid items that are reasonably necessary to comply with the Environmental Permits. In the event that an additional Environmental Permit necessary for the performance of the Work is issued, or an existing Environmental Permit is modified, after the Bid Submission date, the Contractor recognizes the terms, conditions and requirements of such Environmental Permit or modification may require the Contractor to perform services or to provide services or to provide materials which are different from the Scope of Work in the Contract Documents. In such event, the Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Times unless such change in the Work materially differs from the Work in the Contract Documents and such change could not be reasonably expected by the Contractor given the ordinarily encountered and generally recognized implementation of similar Environmental Permits. Contractor shall be responsible for its costs of evaluating the implications for the Work of the terms, conditions, and restrictions of the Environmental Permits, and of responding to any Requests for Proposals or Field Changes of District which are issued in connection with the issuance of the Environmental Permits.

The specification of specific permits applying to the Work shall not limit or restrict the obligation of the Contractor in the performance of the Work to comply with any and all other laws, regulations or permits which are described in the Contract Documents or which apply to the performance of the Work.

## 6. Geotechnical/Particle Size Information

Particle-size information was obtained from dredged material samples collected within the area to be dredged at FLBY on July 31, 2018. Dredged material samples were tested by SHN according to ASTM D422 Method—Particle Size Analysis. A copy of the particle-size information is attached as Appendix B to these Contract Documents. Results of these investigations may be used as a general guide for classifying materials for the intended purposes, but should not be relied upon to provide a complete and total representation of the project site subsurface conditions. Contractor shall make his or her own interpretation and conclusions on the information presented in the report. The report is available for review at the offices of District.

**\*\*\*End of Section\*\*\***



# HYDROGRAPHIC SURVEYS

## 1. Description

The Contractor shall be responsible for performing pre-dredge and post dredge surveys of the FLBY for payment and final acceptance of all Contract dredging work, including any interim, progress payment and quality control surveys. All contract-required surveys shall be performed in accordance with the alignment data provided to the Contractor by District.

The Contractor shall provide for the services of an Independent Surveyor to perform the pre- and post-dredge surveys for final payment, including performing the related computations and furnishing the required Contract Drawings.

The Independent Surveyor's equipment and work force shall be separate from the Contractor's. The name of the Surveyor and samples of previous hydrographic survey work shall be submitted to the District for review at the preconstruction conference.

## 2. Qualifications

The Independent Surveyor shall be required to document and certify in writing to District that he has at least three (3) years of experience in hydrographic surveying of navigable channels and is licensed to practice in the State of California.

The Independent Surveyor shall provide documentation indicating that modern electronic horizontal positioning and depth finding equipment are available for the surveys to be performed including DGPS (Differential Global Positioning System) capability and shall include as a minimum, the name, model, and year of manufacture of the electronic equipment, the electronic frequencies of the horizontal positioning equipment and the depth finding equipment, and the manufacturer's stated positioning accuracy and capability of the equipment proposed for usage. In addition, he shall provide information that a safe and suitable vessel is available for operation in the waters where the surveys are to be performed, and that experienced staff are available for the operation of the vessel as well as the electronic positioning and depth finding equipment calibration. Accuracy and other standards outlined in the U.S. Army Corps of Engineer Manual "Hydrographic Surveying", EM 1110-2-1003 (30 November 2013) shall be followed when performing any survey for payment.

## 3. Submittals

Submit the following for the pre-dredge and post-dredge surveys:

- A. Plan View: One (1) set of half-size paper drawings for each survey showing the bottom elevation of the dredging area along the survey lines, one (1) copy on disk utilizing AutoCAD®, Release 2016 or higher, and one (1) pdf file of both half and full-size drawings. Additionally, two (2) sets of full-size paper drawings for the post-dredge survey only.
- B. Cross-Sections: One (1) set of half-size paper drawings for each survey, one (1) copy on disk utilizing AutoCAD®, Release 2016 or higher, and one (1) pdf file of both half and full-size drawings.

- C. Quantity Computations: One (1) set of computer sheet printouts and one (1) electronic file of dredging quantities as required by Section 7, "Quantity Computations".
- D. Field Notes: One (1) set for each survey
- E. Electronic Graphic Information: The Contractor shall submit for each survey, the ASCII file of raw and corrected survey data. Raw data from the hydrosurvey computer shall be provided upon District request. Data shall be on CD-R format, operating under Windows 7 or newer version. The adjusted data shall be corrected to Mean Lower Low Water (MLLW) datum at the locality. Each adjusted record shall consist of the following information: index; "x" coordinate; "y" coordinate; "z" elevation; time; and height of tide (MLLW datum). The recording distance between the hydrosurvey points shall be ten feet or less.

#### **4. Hydrographic Surveys**

Hydrographic surveys may be performed by single beam transducer, multiple vertical beam transducer sweep, or multi-beam sweep methods.

Hydrographic survey procedures shall conform to Class 1 criteria as set forth in the U.S. Army Corps of Engineers Manual "Hydrographic Surveying", EM 1110-2-1003 (30 November 2013). Data recording, annotation, and processing procedures shall be in accordance with the hydrographic survey manual specified above and these specifications. In the event of a conflict between these specifications and the U.S. Army Corps of Engineers Class 1 criteria, the Contractor will present such conflicts to District for resolution. Failure to perform and process such surveys in accordance with the Corps of Engineers Manual and these Specifications will result in a rejection and nonpayment for work performed.

Horizontal position of soundings shall be stated in California State Plane Coordinates, Zone III, North American Datum of 1983 (NAD 83), U.S. Survey Foot. Depths shall be stated in terms of MLLW datum at the locality.

The Contractor shall conduct surveys using an electronic system positioning method approved by District. The Contractor shall use an echo sounder to obtain soundings. The analog recording of soundings shall indicate a calibration check (bar check) of the echo sounding at the beginning and end of each analog paper change and at such times as necessary to ensure sounding accuracy. Echo sounder shall have a frequency of 200-210 KHZ. The top of the return signal trace shall be the point of interpretation of sounding. The bar check shall be taken at identical locations.

If single beam methods are used, sounding lines shall be perpendicular to the wharf as shown on the Contract Drawings. Sounding line station intervals shall not be greater than 50 feet apart or as approved by District. Interval between soundings on each line shall not exceed ten (10) feet left or right from the station survey line. In addition, a longitudinal sounding line shall be run along the centerline of the dredging limits.

If multi-beam technology is used, the survey line plan shall be sufficient in that 100% overlap of the

multi-beam swath is achieved over the project area (all data shall be duplicated in overlapping swaths).

Sounding coverage shall extend a minimum of 100-feet beyond the edge of the dredging limits, with the exception of behind the face of the wharf, as shown on the Plans or as otherwise approved.

Tidal control shall be through the means of an automatic recording tide gauge with water level sensor. The tide gauge shall provide a continuous recording of tidal change for every five (5) minute interval or each 0.1-foot change, whichever occurs first. Tidal changes shall be recorded in MLLW datum with these changes synchronized in time with cross-section survey time. A printed record of the tidal changes and time correlation shall become part of the Contractor's survey records. In lieu of an automatic tide recording gauge, the Contractor may submit a manual method of keeping track of tidal changes for approval by the District.

## **5. Field Notes**

Field notes shall be submitted with all surveys and include the following information:

- A. Survey personnel, all equipment used, controls, weather/sea conditions, and calibration notes.
- B. For single beam surveys, stations of each sounding line, the date and the time (hour and minutes) each sounding line was taken and explanation for any line terminated early.
- C. The height of tide (MLLW datum), bar checks, date and time of tide readings, location of tide gauge, level line notes, benchmarks, temporary benchmarks, and location of all control used by Contractor. Field notes may be made on electronic media.

## **6. Cross Sections**

The hydrographic sounding line survey results shall be plotted at a maximum scale of 1"=100' or as approved by District. Soundings shall be plotted on paper sheets and show design channel template with survey cross-section. The Contractor's firm name shall be printed on each sheet along with contract name, number and date of survey. Plot scales shall be as approved by District. Cross sections must include required dredge template, which includes minimum required depth, pay limit of plus one foot of paid overdepth, and allowable slopes.

## **7. Quantity Computations**

For payment purpose, quantities shall be computed to the nearest cubic yard based on the sounding lines surveyed and the limits of dredging indicated on the Contract Drawings. Tabular summaries shall be submitted to show dredging quantities both incrementally and cumulative per 50-foot stations or less of wharf dredge stationing, as shown on the Plans.

The following quantities shall be reported for the pre-dredge survey:

- A. Volume available within limits of dredging to required project depth
- B. Volume available within limits of dredging to allowable overdepth

- C. Total Volume available within limits of dredging (volume to required project depth plus overdepth)

The following quantities shall be reported for the post-dredge survey:

- A. Volume removed within limits of dredging to required project depth
- B. Volume removed within limits of dredging to allowable overdepth
- C. Total Volume removed within limits of dredging (volume to required project depth plus overdepth)
- D. Volume removed outside limits of dredging
- E. Total volume removed

## **8. Drawings and Computations**

The Contractor shall submit all Drawings, field notes and quantity computations within seven (7) calendar days after completion of each survey. The number of sets of Drawings shall be as specified in Section 3 herein above. The Contractor shall mail or deliver Drawings and computations to:

Humboldt Bay Harbor, Recreation and Conservation District  
Attention: Larry Oetker  
601 Startare Drive  
Eureka, CA 95501

## **9. Survey Equipment**

The Contractor's Surveyor shall provide a complete listing of hydrographic equipment he will use on the project, along with the other qualifications as specified in Section 2 herein above, at the pre-construction conference.

## **10. Surveys to be Performed**

The Contractor shall perform hydrographic surveys as specified at the below listed times during this contract. These surveys shall verify that all contract dredging area dimensions are being obtained as specified. All surveys shall completely cover the limits of the dredging areas as detailed on the Contract Drawings and specified in Section 4 above.

- A. Pre-dredge survey of Fields Landing Boat Yard dredging areas prior to the start of any dredging work
- B. Post-dredge survey for acceptance of Fields Landing Boat Yard dredging areas as shown on the Contract Drawings—furnish one copy of plan plot and/or cross sections in accordance with Paragraphs "Cross Sections" and "Submittals" herein above

**\*\*\* End of Section \*\*\***

# DREDGING AND DISPOSAL

## 1. Work Included

The work under this Section consists of providing all labor, plant, equipment, supplies, and materials necessary to dredge, haul, and dispose of all shoaled materials within designated limits of dredging from the Fields Landing Boat Yard at the locations and to the elevations shown on the Contract Drawings.

## 2. Mobilization and Demobilization

Mobilization shall consist of all work required to prepare the Contractor's dredging plant and equipment for transfer to the job site; transport dredging plant and equipment, labor, supplies and incidentals to the job site; prepare equipment for dredging; and maintaining dredging plant and equipment in working condition at the job site during the dredging period.

Demobilization shall consist of all work required to prepare the Contractor's dredging plant and equipment for transfer and removing all dredging plant, equipment, labor and unused supplies and incidentals from the job site at the completion of contract work, including the cleanup of all land based staging areas used in the execution of the work.

## 3. Sequence of Work

Prior to initiation of work, District must approve, in writing, the Contractor's proposed sequence of dredging work. Changes to the proposed sequence may be made only with District's written approval.

District reserves the right to make reasonable changes in the Sequence of Work based upon ship scheduling at no extra cost to District.

## 4. Submittals

Within seven (7) calendar days following Notice of Award, the Contractor shall submit the following to District for review and comment. The District will review and forward the documents to the U.S. Army Corps of Engineers (USACE) for approval. After receipt and District approval of these documents, the USACE will issue an Authorization to Dredge (ATD) letter. This letter will supplement the existing USACE permit and confirm the approved disposal volume appropriations and disposal site restrictions. **Dredging may not commence prior to receipt of the ATD.**

### **Dredging Operations Plan:**

The Dredging Operations Plan shall incorporate all permit constraints and restrictions. The dredging operations plan shall include, but not be limited to, the following items:

- A. USACE permit and other applicable permits numbers (A copy of all District provided permits is contained in the Appendices of these Contract Documents).
- B. Episode number (to be provided by District).
- C. The Contractor's business name, telephone number, dredging site representatives and emergency contact phone numbers.
- D. Anticipated dredging schedule (schedule to include submittal dates, pre-dredge survey date, dredging start date, dredging finish date and post-dredge survey date).

- E. Proposed equipment and method of dredging including proposed dredge cuts. The equipment description should contain at a minimum the type, name or number, capacity, overall dimensions, radio call signs, and other relevant specifications as may be required by permit conditions.
- F. The method and equipment utilized to transport the dredged material to HOODS.
- G. The method and equipment to be used for dredging position control indicating how horizontal and vertical position control will be maintained.
- H. The method and equipment used for determining the positioning by electronic methods of the dredge and dump scow(s) during entire dredging and disposal operation.
- I. Documentation of quality control procedures including samples of daily and weekly forms, reports and submittals.
- J. Security and safety methods to keep the public away from and clear of all dredging and disposal activities including compliance with appropriate U.S. Coast Guard rules.
- K. A copy of the Notice to Mariners.
- L. Any and all other information required by the USACE for approval of the Dredging Operations Plan.

**Solid Debris Management Plan:**

The Solid Debris Management Plan shall incorporate all permit constraints and restrictions. The Solid Debris Management Plan shall include, but not be limited to, the following items:

- A. U.S. Army Corps of Engineers permit number.
- B. Episode number (to be provided by District).
- C. Source and expected type of debris.
- D. Debris retrieval and separation method.
- E. Debris disposal method and location.
- F. Schedule for disposal operations.
- G. Debris containment method to be used, if floatable debris is involved.

**Disposal at HOODS:**

For disposal of material at HOODS, the Contractor shall follow the requirements in EPA Standard Ocean Disposal Conditions for the Humboldt Open Ocean Disposal Site attached as Appendix C.

**Dredge Operations Daily Reports:**

The Contractor will be required to prepare and maintain a daily report of operations and furnish a copy thereof to District. Forms to be used shall be developed by the Contractor and accepted by District prior to start of work. Copies of the daily reports shall be provided to District on a weekly basis. Progress payments for dredging will not be made until a complete set of reports covering the payment period are in District's possession.

**Vessel Traffic Control Log:**

The Contractor shall submit a copy of the Vessel Traffic Control Log to District on a weekly basis.

**Special Notices:**

The Contractor shall provide immediate written notification with documentation of work stoppages and slow-downs that may affect the dredging plan and schedule.

**Surveys:**

See Section "Hydrographic Surveys," for survey submittal requirements.

**5. Site Conditions**

The material to be removed is the material which composes the shoaling that has occurred since the boat lift dock fingers were last dredged. Debris, rubbish, anchors, chain, and other articles typical of ship channel and berthing areas may also be encountered. Such material removed from the areas to be dredged shall become the property of the Contractor and shall be removed from the project site and disposed of in an acceptable manner.

The Contractor is responsible for contacting all agencies and utility companies having jurisdiction or services in the project area for additional information.

**6. Permit Requirements**

All dredging shall conform to the requirements of applicable codes, ordinances and requirements of local, state, and federal agencies for dredging.

The District has applied for and received the permits as described in Section "Summary of Work: 5. Permits" of these specifications. The Contractor shall be responsible for obtaining permits, other than those specified in the aforementioned section, to perform the work under this contract.

The Contractor shall be prepared for and allow for U.S. Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Wildlife, NOAA Fisheries, and/or other regulatory agencies inspection at any time during dredging operations.

**7. Execution**

Contractor shall excavate and dredge to the limits shown on the Contract Drawings, or as directed by District. Over-excavation, or dredging outside the limits shown will not be paid for and reinstatement of over-excavated material may be required as directed by District at the Contractor's expense.

All material that sloughs into dredged areas from outside the dredging limits shall, prior to acceptance and at no additional cost to District, be removed to the required dredge limits.

Dredging operations shall be conducted using equipment and procedures designed to minimize water turbidity.

The Contractor shall comply with all permit conditions, as set forth in the permits, regarding the slurring of dredged material prior to disposal.

The Contractor shall operate and maintain proper lighting and signals during both daytime and night time operations on all floating equipment, ranges, markers, and buoys in accordance with U.S. Coast Guard requirements. The Contractor shall be responsible for all damage resulting from negligence or failure in this respect.

The Contractor shall comply with all permit conditions, as set forth in the permits, regarding participation in the Coast Guard's Vessel Traffic Control Service (VTS).

## **8. Disposal of Dredged Material**

Unless noted or directed otherwise by District, one hundred percent (100%) of dredge material within the dredge limits shown on the Contract Drawings, shall be transported from the dredge site and disposed of at HOODS. For disposal operations at HOODS, Contractor shall read attached Appendix C.

Contractor shall record and maintain electronic positioning records of the dredge or dump scow during entire dredging operation at the dredge site, disposal site and en route to and from disposal site. These records are to be submitted on a weekly basis each Friday during dredging to the USACE, with copy to District. Electronic positioning records shall conform to all requirements in effect at the time of dredging, as set forth in the USACE Permit.

The Contractor shall comply with all permit conditions, as set forth in the permits, regarding overflow requirements.

Any dredged material that escapes, sloughs, or is lost at any time while dredging, loading, or transporting shall be re-dredged or retrieved, and disposed as directed by District, at the Contractor's expense. Likewise, any material disposed of in an area other than that designated on the Contract Drawings or stated in the Permit, unless approved in writing by District, shall be re-dredged or retrieved and disposed as directed by District, at the Contractor's expense.

## **9. Dredging Operations**

Dredging Operations involve the excavation of materials within the required dredging limits as shown on the Contract Drawings.

Dredging shall be carried to lines, depths, and tolerances indicated on the Contract Drawings and as directed by District. District may change the lines and depths shown on the Contract Drawings. If such changes increase or decrease a quantity of dredging, the revised quantity will be used as basis for payment under unit price for dredging element involved.

The side slopes shall be dredged to the limits as shown on the Contract Drawings.

## **10. Overdepth and Side Slopes**

Horizontal plane overdepth allowance shall be one (1) foot in all dredging areas. Material actually removed from within the specific areas to be dredged to a depth of not more than the allowable overdepth limit, as shown on the Contract Drawings, will be measured and paid for at the Contract unit price.

Material actually removed within limits of dredging on the side slopes will be measured and paid for at the Contract unit price.

Side slopes are given for measurement and payment purposes only and are not necessarily the angle of repose of the soil. Sloughing side slopes shall not be the basis for claims against District. End



slopes, where indicated on the Contract Drawings, shall be treated in the same manner as side slopes.

Measurement for payment will be to the limits of dredging as shown on the Contract Drawings.

Material taken from beyond the allowable overdepth set forth in the paragraphs above will not be paid for.

## **11. Equipment**

Dredging equipment shall be limited to clam shell bucket, excavator, or alternate method approved by District. Suction dredge equipment shall not be allowed for this Project.

The Contractor's equipment shall be of sufficient size and capacity to meet the productivity, tolerance and schedule requirements of the Work, and shall be kept in good working condition in order to perform the Work efficiently.

If an electric dredge is to be used, the Contractor shall make all arrangements and pay all costs associated with installing, removing and operating the electrical service for the dredge.

If a diesel dredge is to be used, Contractor shall observe all applicable standards and regulations regarding air quality emissions and fueling of dredge and other attendant plant.

The Contractor shall provide a positioning system for horizontal control capable of functioning during all waterborne activity hours. The Contractor shall establish and maintain all survey monuments, shore stations and control points necessary to operate the waterborne positioning system.

District shall be given free access to monitor positioning and measuring activities on the Contractor's positioning system. The Contractor shall provide copies of calibration, positioning and measuring data and results to District upon this request. The Contractor shall place and maintain the positioning system and all gauges, range lights, buoys and other markings required to assure the accuracy of the surveys. The Contractor shall submit a description of the positioning system equipment, including accuracy, to District for review and acceptance. The Contractor shall take necessary measures to confirm that his selected system is operational at all times during dredging and can operate under the conditions present at the dredging site.

Should the Contractor (during the progress of the Work) lose, dump, throw overboard, sink or misplace any material, plant, machinery or appliance which may be dangerous to intended uses of the waterway, or cause pollution of the waters, the Contractor shall give immediate notice, with a description and location of such obstructions, to District, and, when required, shall mark, boom or buoy such obstructions until they are removed. The Contractor shall remove such obstructions within three (3) days after being directed to do so by District. Should the Contractor refuse, neglect or delay compliance with the above requirements, such obstructions may be removed by District, and the cost of such removal may be deducted from any money due or become due to the Contractor.

## **12. Surveys**

The Contractor will be required to perform a pre-dredge survey of the Fields Landing Boat Yard dredging limits within ten (10) calendar days after receipt of Notice to Proceed in accordance with Section "Hydrographic Surveys". For all surveys, the Contractor shall notify District at least five (5) days prior to performance of work.

Immediately after completion of the entire work and any sequential section thereof, the Contractor shall perform a post-dredge survey. All areas found to be in compliance with the Contract requirements will be accepted and be measured for payment as stated in Section "Measurement and Payment."

## **13. Schedule**

The schedule for the dredging work may be subject to regulatory dredging "windows"; these will be described in the USACE permit, if applicable, and shall be adhered to by the Contractor.

**\*\*\* End of Section \*\*\***

# MEASUREMENT AND PAYMENT

## 1. General

Unless otherwise specified in other individual sections of these Specifications, quantities of work shall be determined from measurements or dimensions in horizontal planes. However, linear quantities of pipe shall be considered as being the horizontal length as measured along the horizontal surface.

Units of measurement shall be in accordance with U.S. Standard Measures.

Materials and unit price items of work are to be paid for on a measurement basis in accordance with Sections 3.

## 2. Lump Sum Price Breakdown

Immediately after award of the Contract and prior to approval of initial payment request, the Contractor shall submit a cost breakdown list to the Engineer for lump sum bid items. This list shall consist of the major components of work that make up the bid items and shall be used for determining progress pay estimates. The Contractor shall fill in the amounts for each component, prorating general costs such as, setup, overhead, and profit in each component. The total of all components of each lump sum bid item shall equal the total of that lump sum bid item. If the amount indicated in the Contract for any item on the list appears unbalanced, it may be revised as deemed necessary by the Engineer, unless the Contractor can substantiate these costs.

Only work items of value to District shall be included in the list. An item for cleanup shall be listed in the breakdown, in the amount of at least 1/4 of 1 percent (0.25%) of the total bid item. If cleanup proceeds as the job progresses, then partial payments of these amounts will be made accordingly.

## 3. Measurement and Payment Items

All work shall be completed and placed in compliance with the Plans and Specifications, and as directed by the Engineer. Bid items are defined and measured as follows:

### **Item 1. Mobilization and Demobilization Fields Landing Boat Yard:**

Payment for mobilization shall be on the basis of a fixed lump sum bid price less retention, and shall be considered as full compensation for furnishing all labor, equipment, and materials necessary to establish and maintain a physical presence at the project site for the duration of the work, including, but not limited to attendance at periodic project meetings, compliance with applicable project reporting, invoicing, and progress payment processes, mobilization, temporary shelters, temporary office space and utilities for construction management personnel, temporary fencing as required, costs associated with acquiring additional work and staging areas as necessary, preparation of submittals, and demobilization. Two-thirds (67%) of the bid amount for this item shall be paid to the Contractor in the first progress payment. Upon completion of demobilization and complete project clean-up satisfactory to the Engineer, one-third (33%) of the bid amount for this item shall be paid to the Contractor in the final progress payment.

**Item 2. Pre- and Post-Dredging Hydrographic Survey Fields Landing Boat Yard:**

Measurement shall be on the basis of a fixed lump sum bid price less retention, and shall be considered as full compensation for furnishing all labor, equipment, and materials necessary to conduct one pre-dredging hydrographic survey, and one post-dredging hydrographic survey of FLBY, as shown on the Plans, as specified in the Contract Documents and these Technical Specifications, as required for volume estimates of dredge material removed, and as directed by the Engineer. Fifty percent (50%) of the Bid Amount for this item shall be paid upon completion of the pre-dredging Hydrographic Survey satisfactory to the Engineer, and fifty percent (50%) of the Bid Amount for this item shall be paid upon completion of the post-dredging Hydrographic Survey satisfactory to the Engineer.

**Items 3 and 4. Fields Landing Boat Lift Dock Dredging and Transport and Disposal at HOODS:**

All dredge areas found to be in compliance with Contract requirements, as verified by District, will be measured for payment. Payment will be made for all material removed within the limits of dredging, including the allowable overdepth and side slopes as specified in Section "Dredging and Disposal" as measured by the in situ cubic yard based on the difference between pre- and post-dredge surveys performed by the Contractor estimated to be a minimum of 1,000 cy, and a maximum of 7,000 cy.

Contract drawings represent conditions existing in 2014 at the time of the condition survey. However, the depths shown thereon shall be verified and corrected by soundings taken by the Contractor prior to the start of dredging operations. Determination of quantities removed and the deductions made therefrom to determine quantities by in-place measurements to be paid in the area specified, after having once been made, will not be reopened, except on evidence of collusion, fraud, or obvious error. Should the pre-dredge survey indicate bottom conditions and/or dredge quantities significantly different than shown on the plans, the Contractor shall notify District immediately before proceeding further.

Monthly Partial Payment less retainage will be based on approximate quantities determined by soundings and sweepings taken behind the dredge. Copies of all field notes, field computations, other records taken in the field by the contractor for the purpose of layout and progress shall be furnished to the Engineer at the site of work for his use to the extent necessary in determining the proper amount of progress payments due to the Contractor.

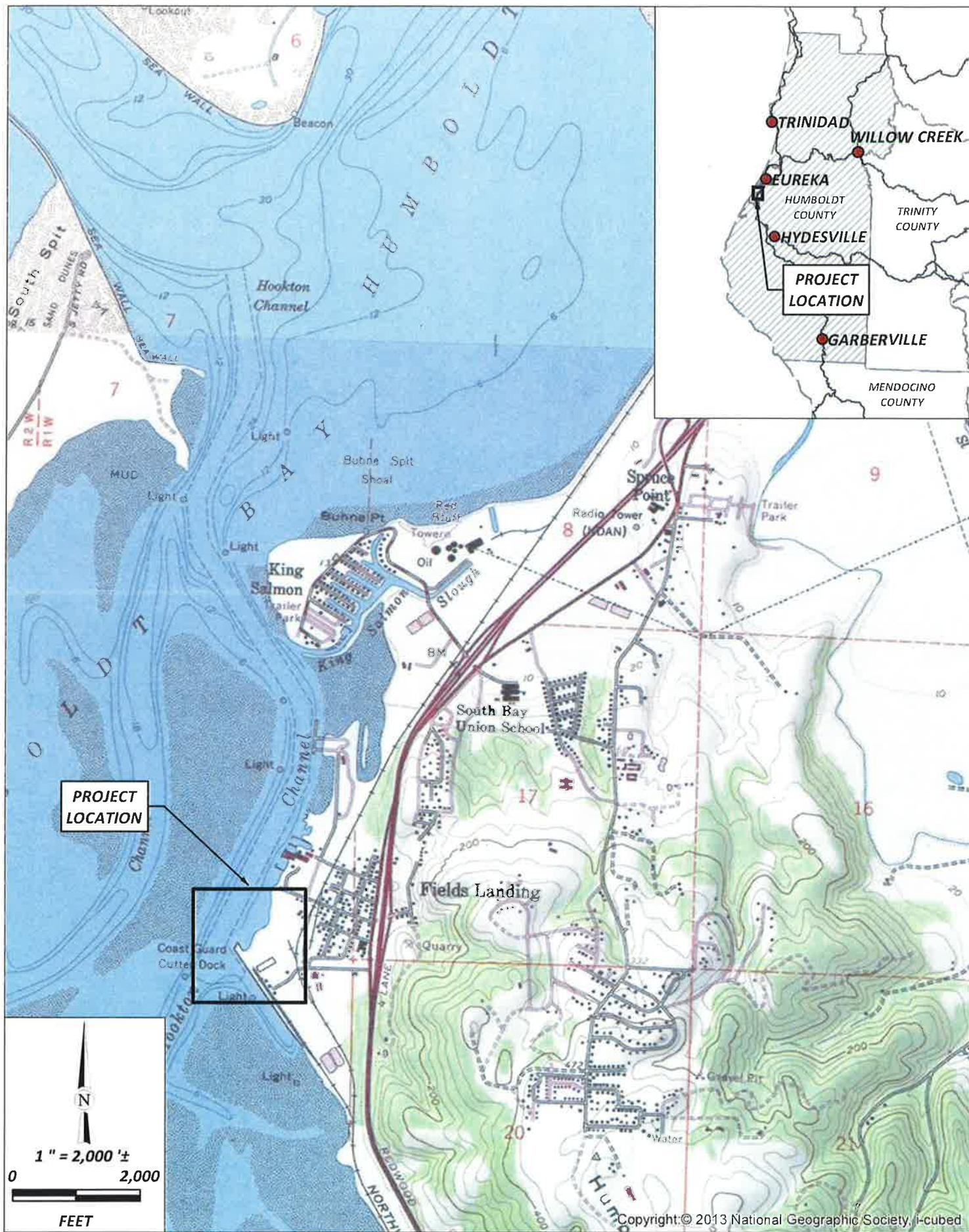
Payment for dredging will be made at the respective Contract unit price for "Dredging" in the schedule under which contract award is made, which price and payment thereof shall constitute full compensation for dredging and disposing at HOODS of all materials above project depth, including overdepth and materials removed from side slopes in accordance with the drawings and these specifications.

**\*\*\*END OF SECTION\*\*\***

# **Reduced Scale Project Plans**

# **A**

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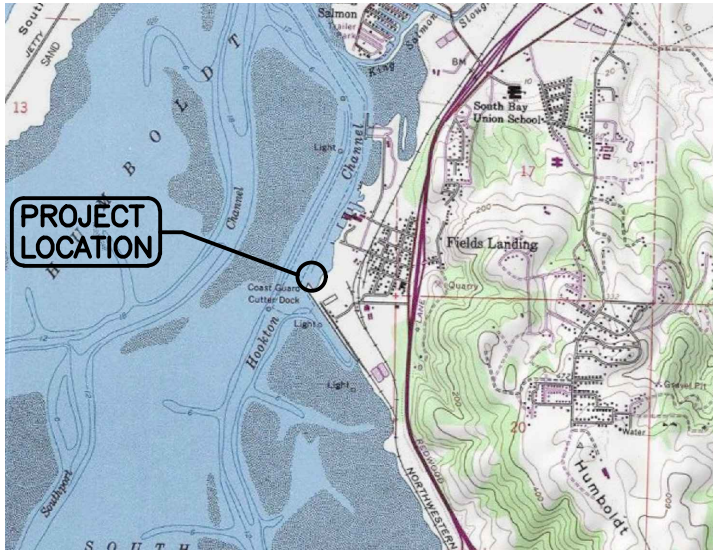


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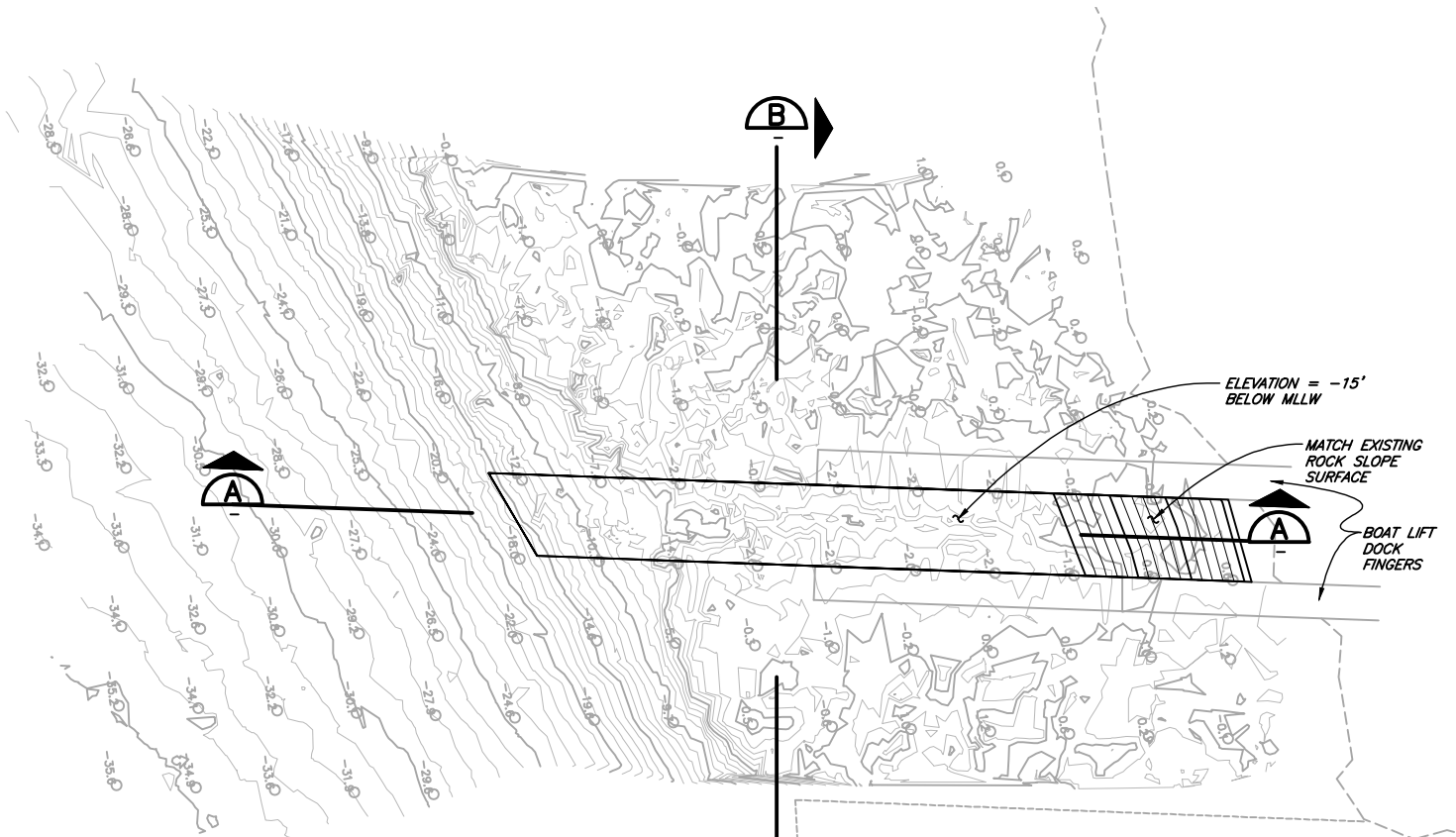
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<p>July 2018</p>	<p>Figure1_ProjectLocationMap</p>	<p>Figure 1</p>



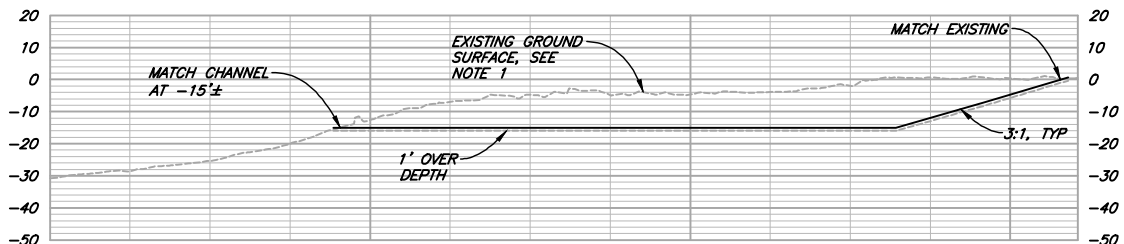
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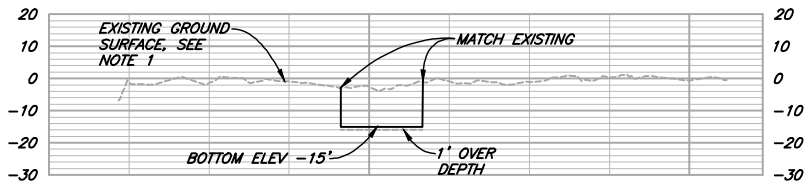
VICINITY MAP  
NTS



PLAN  
1"=30'



SECTION A  
SCALE: 1"=30' H&V



SECTION B  
SCALE: 1"=30' H&V

NOTE:  
1. EXISTING GROUND SURFACE ELEVATIONS BASED ON SHN 2014 HYDROGRAPHIC SURVEY. CONTRACTOR TO CONDUCT NEW HYDROGRAPHIC SURVEY PRIOR TO DREDGING.



SHN CONSULTING ENGINEERS & GEOLOGISTS, INC. 812 W. WABASH AVE. EUREKA, CA 95501 WWW.SHN-ENGR.COM 707-441-8855		VERIFY SCALES BAG IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	
DSGN	CUL	DR	CUL/CDN
CHK	MKF	APVD	
HBHRCD DREDGING MAINTENANCE EUREKA, CALIFORNIA		FIELDS LANDING BOAT LIFT DOCK	
SHEET C-4		SEQ	
DATE 08/2018		PROJ. NO. 016240.020	
8/10/18			

# Particle Size Analysis **B**





# CONSULTING ENGINEERS & GEOLOGISTS, INC.

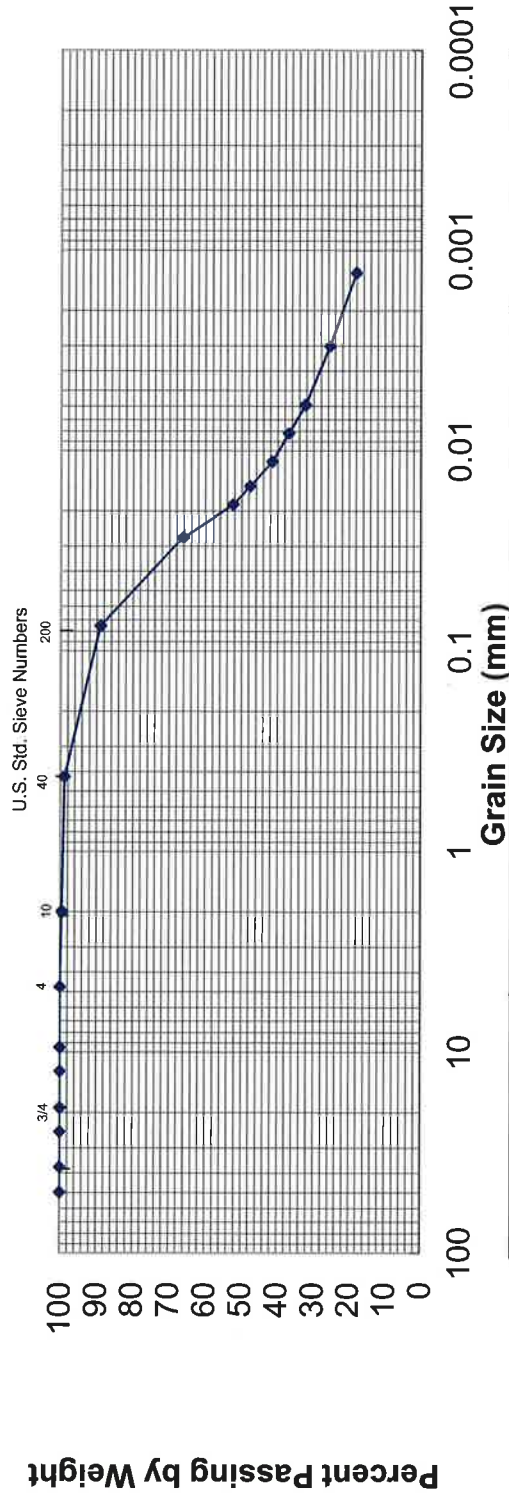
812 W. Wabash, Eureka, CA 95501-2138 Tel: 707/441-8855 FAX: 707/441-8877 E-mail: shninfo@shn-engr.com

Project Name: **Fields Landing Boat Yard**  
Boring ID: **FLBY**  
Sample Depth: **1'**  
Sample Number: **FLBY-1**

Project Number: **016240.020**  
Lab #: **18-551**  
Checked By: **NAN**  
Date: **8/20/18**

SIEVE	2"	1.5"	1"	0.75"	0.5"	0.375"	#4	#10	#40	#200					
SIEVE SIZE (mm)	50	37.50	25	19.00	12.5	9.5	4.75	2.00	0.425	0.075					
PERCENT PASSING	100.0	100.0	100.0	100.0	100.0	100.0	100.0	99.5	98.9	89.0	66.2	52.4	47.7	41.6	0.0013

## Gradation Test Results



**EPA Ocean Disposal  
Special Conditions**

**C**



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION IX  
75 Hawthorne Street  
San Francisco, CA 94105

September 26, 2018

**EPA Ocean Disposal Special Conditions for the  
2018 Fields Landing Boat Lift Maintenance Dredging Project, for Use of the  
Humboldt Open Ocean Disposal Site (HOODS)**

The following mandatory conditions for disposal operations at the HOODS are provided pursuant to EPA's authority under sections 102 and 103 of the Marine Protection, Research, and Sanctuaries Act (MPRSA), and the ocean dumping regulations at 40 CFR Parts 220-228.

**Definitions:**

1. **"Permit"** and **"permittee"** as used here mean USACE ocean dumping permits issued to others under Section 103 of the MPRSA, and to USACE itself and its contracts or other authorizations for USACE dredging projects (see MPRSA section 103(e) and 40 CFR Part 220.2).
2. **"Towing vessel"** is any self-propelled tug or other marine vessel used to transport (tow or push) the "disposal vessel" (see #3 following) for any portion of the transit to G-DODS.
3. **"Disposal vessel"** is any barge, scow, or self-propelled vessel (such as a hopper dredge) that carries dredged material during transit and from which the dredged material is discharged, typically by opening doors in the bottom of the hull or by splitting the hull.
4. **"Transit"** or **"transport"** to the disposal site begins as soon as dredged material loading into the disposal vessel is completed and a towing vessel begins moving the disposal vessel to the disposal site.
5. **"Allowable Disposal Cells"** are the specified (smaller) cells in the interior of the overall disposal site within which the disposal vessel must discharge all of the dredged material.
6. **"Buffer cells"** are outermost cells of the overall disposal site, adjacent to the site boundaries. No DISPOSAL is allowed in the buffer cells unless specified by EPA on a project-by-project basis.

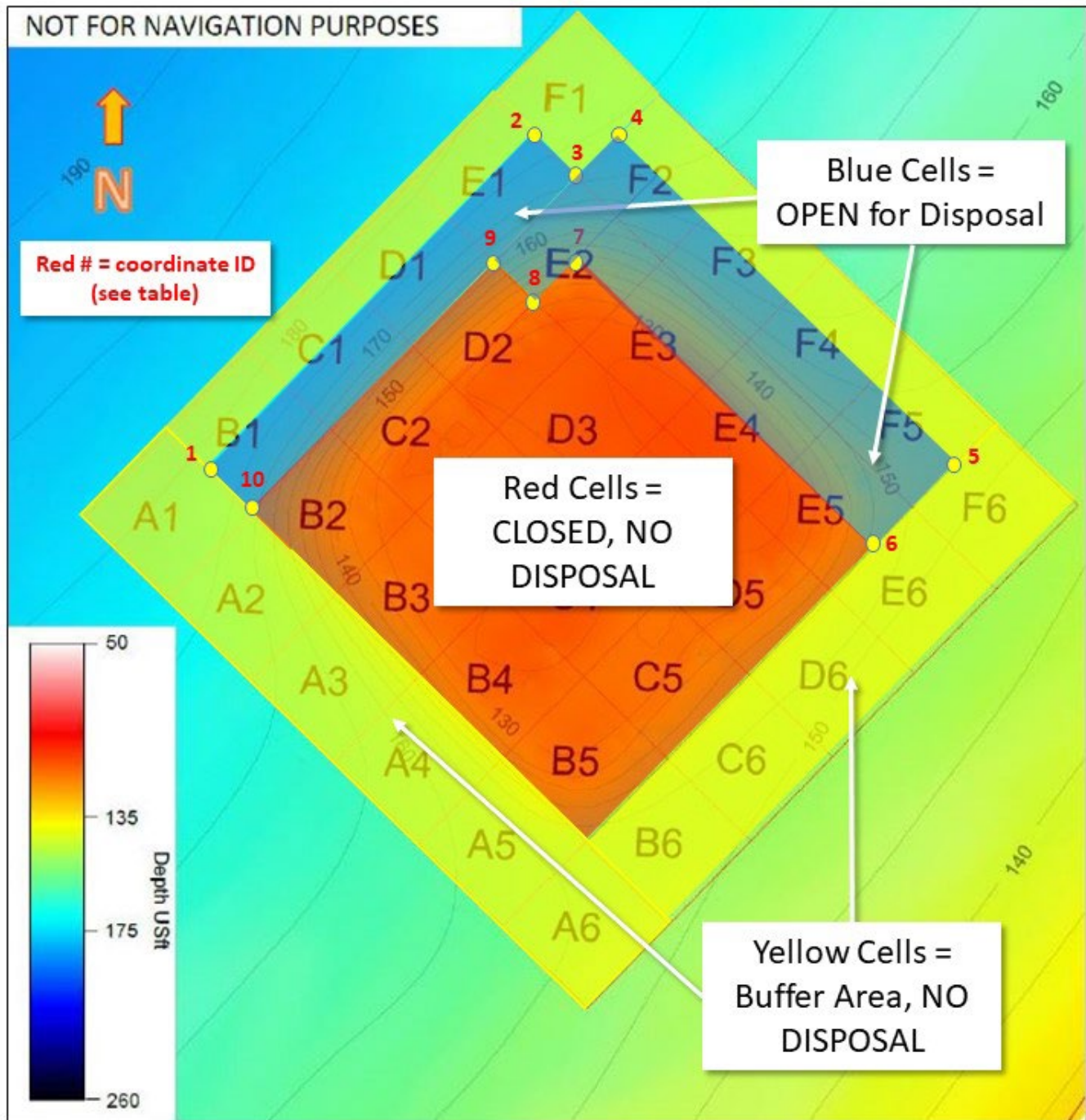
**Standard Conditions for use of the Humboldt Open Ocean Disposal Site (HOODS):**

1. All disposal operations at the HOODS shall be conducted in accordance with the most recent update of the Site Management and Monitoring Plan (SMMP) published on the EPA Region IX web site (<http://www.epa.gov/region9/water/dredging/hoods/index.html>), as well as these specific conditions.
2. Dredged material shall not be leaked or spilled from disposal vessels during transit to the HOODS. Transportation of dredged material to the HOODS shall only be allowed when weather and sea state conditions will not interfere with safe transportation and will not create risk of spillage, leak or other loss of dredged material in transit to the HOODS. No disposal vessel trips shall be initiated when the National Weather Service has issued a gale warning for local waters during the time period necessary to complete dumping operations, or when wave heights are 16 feet or greater.
3. No more than one disposal vessel may be present within the HOODS at any time.

4. **Buffer cells:** Except as described in the attached schematics of the HOODS and in Condition 5 below, no disposal may occur in the outer cells of the HOODS. Specifically, **no disposal shall occur in buffer cells A1, A2, A3, A4, A6, A6, B6, C6, D6, E6, F6, or F1. Similarly no disposal shall occur in the outer half of buffer cells B1, C1, D1, E1, F2, F3, F4, and F5.** (As described below in Condition 5, the inner half of cells B1, C1, D1, E1, F2, F3, F4, and F5 **may** be used for this project.)
5. **Allowable disposal cells:** To minimize further mounding throughout the HOODS, dredged material disposal events for this project shall occur **only** over the northeast and northwest slopes of the existing mound. Specifically, as shown on the attached schematic, **all disposal events must occur within the SE (inner) half of cells B1, C1, D1, and E1; the NE half of cells E2, E3, E4, and E5; and the SW half of cells F2, F3, F4, and F5.** Dredged material from sequential trips shall not be disposed in the same cell; rather, to the maximum extent practicable consistent with safe vessel operation, disposal events shall progress to all allowable disposal cells before returning to a previously used cell. (Note, this does not mean disposal must happen in order from one cell to the next. Nor does it mean that single disposal events cannot cross a cell's boundary and discharge material in multiple authorized cells.)
6. The disposal vessel must have a disposal tracking system, and the system must be operational before any individual disposal trip to HOODS is initiated. Throughout transit to the disposal site, during disposal, and for at least 10 minutes after disposal is complete, the disposal tracking system must automatically indicate and record the position, speed and draft of the disposal vessel, and the load level within the bin. These data must be generated at a maximum 1-minute interval while en route to the HOODS, and at a maximum 15-second interval while within 1/4 mile of and inside the HOODS boundary. The tracking system must also indicate and record the time and location of the beginning and end of each disposal event (e.g., opening and closing of scow hull or hopper doors).
7. "E-mail alerts" regarding any degree of apparent dumping outside the HOODS boundary, and regarding any apparent substantial leakage/spillage or other loss of material en route to the HOODS must be sent within 24 hours of USACE becoming aware of the apparent issue, to Brian Ross ([ross.brian@epa.gov](mailto:ross.brian@epa.gov)), Allan Ota ([ota.allan@epa.gov](mailto:ota.allan@epa.gov)), and Jennifer Siu ([siu.jennifer@epa.gov](mailto:siu.jennifer@epa.gov)) at EPA Region IX, the San Francisco District USACE project manager, and Mark Delaplaine at the California Coastal Commission ([mdelaplaine@coastal.ca.gov](mailto:mdelaplaine@coastal.ca.gov)), as well as any other addresses as directed by USACE. Substantial leakage/spillage or other loss shall be defined as an apparent loss of draft of one foot or more between the time that the disposal vessel begins transport to the HOODS and the time of actual disposal.
8. Data recorded from the disposal tracking system must be provided to EPA Region IX, the San Francisco District USACE, and the California Coastal Commission at a minimum on a weekly basis during disposal operations. For each disposal trip the records must include disposal trip number and date, estimated bin volume of material disposed, and a visual display of the beginning and ending locations of the disposal event relative to the HOODS boundaries and internal cells. The reports shall include a cover letter describing any problems complying with these Ocean Disposal Special Conditions, the cause(s) of the problems, any steps taken to rectify the problems, and whether the problems occurred on subsequent disposal trips.
9. A post-disposal bathymetric survey of the HOODS, extending at least 300 feet outside the site boundaries in all directions, shall be conducted within 60 days of completion of disposal operations, and provided to EPA Region IX within 30 days of completion. (NOTE: for the Fields Landing Boat Lift project in 2018, this condition is WAIVED.)

Attached: schematic and coordinates for open HOODS cells.

## 2018 HOODS Off-Set Cells – Approved for Disposal





# HOODS 2018 Approved Disposal Cells - offset - see location coordinates listed below:

Location ID	N latitude		W Longitude	
	Degrees	Decimal Minutes	Degrees	Decimal Minutes
1	40	48.365	124	17.990
2	40	48.875	124	17.435
3	40	48.825	124	17.360
4	40	48.880	124	17.290
5	40	48.460	124	16.640
6	40	48.340	124	16.775
7	40	48.710	124	17.340
8	40	48.645	124	17.400
9	40	48.700	124	17.485
10	40	48.315	124	17.910

\*\*\* These locations are identified on the associated map showing approved disposal cells as indicated by coordinate points listed above \*\*\*

**Permits D**



**DEPARTMENT OF THE ARMY**  
**SAN FRANCISCO DISTRICT, U.S. ARMY CORPS OF ENGINEERS**  
**1455 MARKET STREET**  
**SAN FRANCISCO, CALIFORNIA 94103-1398**

**DEPARTMENT OF THE ARMY PERMIT**

PERMITTEE: Humboldt Bay Harbor, Recreation and Conservation District (HBHRCD)

PERMIT NUMBER: 1996-22476

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

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

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

**PROJECT DESCRIPTION**

The permittee is authorized to initially remove approximately 12,000 cubic yards (cys) of sediment from the 1.6-acre (approximately) Fields Landing Boat Yard and a total of approximately 25,150 cys over the life of the permit. The design depth for the Field's Landing Boat Yard is -15 feet mean lower low water (MLLW) plus an additional 1-foot overdredge allowance. The material will be removed using a mechanical dredge or equipment and barged to Humboldt Open Ocean Disposal Site (HOODS). Work shall be conducted in accordance with the attached drawings entitled, "Fields Landing Boat Yard Lift Dock Maintenance Dredging" in 4 sheets, dated September 2018.

Prior to each dredging episode, this office and the U.S. Environmental Protection agency shall evaluate the suitability of any sediment proposed to be disposed at HOODS.

PROJECT LOCATION: Dredging is authorized at the Fields Landing Boat Yard located in Humboldt Bay, Fields Landing, and Humboldt County, California.

**GENERAL CONDITIONS:**

1. The time limit for completing the work authorized ends on December 31, 2027. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.



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

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as Special Conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions. (*Water Quality Certification for the Fields Landing Boat Yard: Travel Lift Maintenance Dredging Project, issued by the Regional Water Quality Control Board, North Coast Region, under WDID Number 1B180101WNHU on September 26, 2018 (Attachment 2).*)

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

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

#### **SPECIAL CONDITIONS:**

1. The National Marine Fisheries Service (NMFS) concurred with the Corps' determination that the project was not likely to adversely affect the following species and designated critical habitats for the following species:

- California coastal Chinook salmon (*Oncorhynchus tshawytscha*),
- Northern California steelhead (*Oncorhynchus mykiss*),
- Southern Oregon/Northern California coast coho salmon (*Oncorhynchus kisutch*),
- North American green sturgeon (*Acipenser medirostris*).

This concurrence is premised, in part, on project work restrictions outlined in the Minimization and Conservation Measures in the attached concurrence letter (page 2 of the September 17, 2018 NMFS letter). These work restrictions are incorporated as special conditions to this authorization for your project to ensure unauthorized incidental take of species and loss of critical habitat does not occur.

2. Dredging shall be limited to July 1 through October 15 each year to minimize impacts to endangered species. Any dredging outside this environmental work window would require additional consultation with the NMFS pursuant to Section 7 of the Endangered Species Act and the Corps.

3. If you encounter any previously unknown historic or archeological artifacts or deposits, or human remains, while accomplishing the work authorized by this permit, you must immediately halt work at the discovery location plus a 50-foot minimum buffer, and notify the Corps, San Francisco District, Dredged Material Management Office (M.s. Debra O'Leary at (415) 503-6807) about what you have found. The permittee will be responsible for hiring a qualified professional archaeologist to assist with development of a treatment program in accordance with the *Protocol for Inadvertent Archaeological Discoveries for Ground Disturbing Project Permits, Leases and Franchises Issued by the Humboldt Bay Harbor, Recreation and Conservation District, Humboldt Bay, California* dated May 7, 2018 (or subsequent versions of the document) (Attachment 4). Work will cease until the Corps has completed consultation with the interested Tribes and, if necessary, the State Historic Preservation Office.

4. Additional Standard DMMO Conditions found on pages 2A-E (attached) shall be adhered to at all times.

STANDARD DMMO CONDITIONS TO PERMIT NUMBER 1996-22476

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

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

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

5. The Coast Guard Captain of the Port of San Francisco Bay may require modifications to marine construction equipment deployment or mooring systems to safeguard navigation while work is in progress.
6. All vessels operated for disposal of dredged material are required to participate in the Coast Guard's Vessel Traffic Control Service (VTS). Five minutes before each departure, the permittee shall notify the VTS by radio, via Channel 14, of the following: The name of vessel; time of departure from dredge site; and time of departure from disposal site.
7. When utilizing the Humboldt Open Ocean Disposal Site (HOODS), the permittee shall comply with the episode specific conditions specified by the U.S. Environmental Protection Agency. These conditions will be included in the Dredge Operation Plan Approval Letter (Special Condition 8b).
8. The permittee shall submit the following reports for review and comment to:

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

- a. Dredge Material Analysis: Submit, for approval, no earlier than 60 days prior to the proposed commencement

of any authorized successive dredging episodes, dredge material analysis (Physical, Chemical, and Biological) sampling and testing information. **Please include the U.S. Army Corps of Engineers (Corps) permit number and dredge episode number with this submittal.** Also submit Regional Water Quality Control Board (RWQCB) water quality certification or waiver for disposal of the material. For each dredging episode, the permittee shall obtain the approval of the District Engineer for formulating specific sediment testing procedures for the Dredged Material Analysis. The testing protocol will be in accordance with the testing guidelines as published in the Corps and U.S. Environmental Protection Agency publication entitled, "Evaluation of Dredged Material Proposed for Discharge in Waters of the U.S. - Testing Manual" (The Inland Testing Manual or ITM, EPA-823-B-98-004), dated February 1998, and subsequent amendments thereto. The permittee shall provide a copy of the Dredged Material Analysis to the U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, National Marine Fisheries Service, and California Department of Fish and Wildlife concurrent with the San Francisco Bay Conservation and Development Commission's RWQCB's, and the Corps' receipt of this information. Agency comments submitted to the Corps within 15 calendar days thereafter will be given full consideration in the decision on dredged material disposal.

- b. Dredge Operation Plan: Submit, for approval by this office, no earlier than 60 calendar days and no later than 20 calendar days before the proposed commencement of dredging, a plan which includes the following: **Corps permit number, dredge episode number**, a copy of the dredging contract or description of the work under which the contractor will do the permitted work; name and telephone numbers of the dredging contractor's representative on site; dredging start and completion dates; names of vessel; dump scow numbers or identification; bin or barge capacities; identification of work as either maintenance dredging or new dredging; discussion of proposed dredging procedures, as governed under Special Condition No. 11, with detailed drawings or specifications of the grid or centrifugal pump system; quantity of material to be removed; dredging design depth and typical cross section including overdepth; and date of last dredging episode and design depth. The Dredge Operational Plan shall also provide the following information:
- 1) The controls being established to insure that dredging operations occur within the limits defined by the channel dimensions and typical channel section. The horizontal and vertical positioning systems being utilized must be indicated as noted in 3, below.
  - 2) The controls being established to insure that disposal of the dredged material at the disposal site is at the assigned location and depth. The horizontal and vertical positioning systems being utilized must be indicated as noted in 3, below.
  - 3) Method of determining electronic positioning of dredge or dump scow during entire dredging operation at dredge site, disposal site and en route to and from disposal site.

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

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

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

- d. Solid Debris Management Plan: Submit no earlier than 60 calendar days and no later than 20 calendar days before commencement of work, a plan which describes measures to ensure that solid debris generated during any authorized dredging, demolition or construction operation is retained and properly disposed in areas not

under Corps jurisdiction. **At a minimum, the plan shall include the following: source and expected type of debris; debris retrieval method; Corps permit number and dredge episode number; disposal method and site; schedule of disposal operations; and debris containment method to be used, if floatable debris is involved.**

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

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

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

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

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

FAXed to Ms. Shelah Sweatt at (415) 503-6693; or e-mail to [shelah.sweatt@usace.army.mil](mailto:shelah.sweatt@usace.army.mil). **Please include the Corps permit number and dredge episode number.** The log will be provided when the Corps approves the Dredge Operation Plan and authorizes the commencement of the dredging.

10. Overflow requirements:

- a. No overflow or decant water shall be discharged from the barge, with the exception of spillage incidental to mechanical dredge operations.
- b. During transportation from the dredging site to the disposal site, no material shall be permitted to overflow, leak or spill from barge, bins or dump scows.
- c. For hopper dredge only, during dredging operations, overflow shall be limited to a maximum of 15 minutes. Adjustments to the dredging operation may be required to insure that once overflow commences, it will not exceed the 15-minute limit.
- d. For approved sand dredging, overflow will not exceed 15 minutes or the economic load, whichever occurs first.

11. If the material is mechanically dredged, passed through a debris grid, with a maximum opening size of 12 inches by 12 inches that will cover the entire loading area of the dump scow. Everything that does not pass through the grid will be considered solid debris and shall be disposed in areas outside of Corps jurisdiction. All such material shall be promptly removed from the grid at the end of each 8 hour shift or sooner.
12. **The permittee or dredge contractor shall inform this office when: 1) a dredge episode actually commences, 2) when dredging is suspended (suspension is when the dredge contractor leaves the dredge site for more than 48 hours for reasons other than equipment maintenance), 3) when dredging is restarted, and 4) when dredging is complete. Each notification should include the Corps permit number and dredge episode number.** The information can be sent to the attention of Debra O'Leary, in writing to the address below; FAXed to (415) 503-6693; e-mailed to [debra.a.o'leary@usace.army.mil](mailto:debra.a.o'leary@usace.army.mil) or via telephone message at (415) 503-6807.

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

13. The permittee, as directed by the District Engineer under authority pursuant to the policies and procedures of 33 CFR 325.7, may be required to modify disposal schedules and monthly disposal quantities for particular dredging episodes.
14. The permittee shall allow the dredging area and equipment to be inspected by the Corps staff upon request.
15. For each dredge episode, the permittee shall be responsible for obtaining a letter of water quality certification from the Regional Water Control Quality Board and authorization from the California Coastal Commission. Water quality certification and BCDC authorization will be a prerequisite to the District Engineer's decision to approve or disapprove specific dredge episodes pursuant to the policies and 33 CFR 325.2(b)(1)(ii) and 325.2(b)(2)(ii).
16. **If a land, ocean, or other aquatic disposal site becomes available for use during the life of the permit, the permittee shall evaluate these disposal alternatives, taking into consideration cost, existing technology, and logistics in light of the overall project purpose to facilitate compliance with the 404(b)(1) Guidelines (40 CFR 230). This evaluation shall be submitted to the Corps at least 60 calendar days before commencement of subsequent dredging episodes. The District Engineer, upon review of this information and after consultation with other resource agencies, may direct the permittee to use such sites in lieu of or in addition to HOODS, under authority of 33 CFR 325.7 and 40 CFR 230.10(a).**

## FURTHER INFORMATION:

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

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

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

(X) Section 103 of the Marine Protection, Research, and Sanctuaries Act of 1972 (33 U.S.C. § 1413). Section 103 of the Marine Protection, Research, and Sanctuaries Act generally regulates the transport of dredged material for the purpose of disposal in ocean waters. Ocean waters is defined as those waters of the open seas lying seaward of the base line from which the territorial seas is measured, as defined in the Convention of the Territorial Sea and the Contiguous Zone (15 UST 1606; TIAS 5639).

2. Limits of this authorization:

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

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

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

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

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate. (See Item 4 above.)

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 C.F.R. Section 325.7 or enforcement procedures such as those contained in 33 C.F.R. Sections 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the Terms and Conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 C.F.R. Section 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

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

George W. Hunsman 10-2-2018  
(PERMITTEE) District Planner (DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

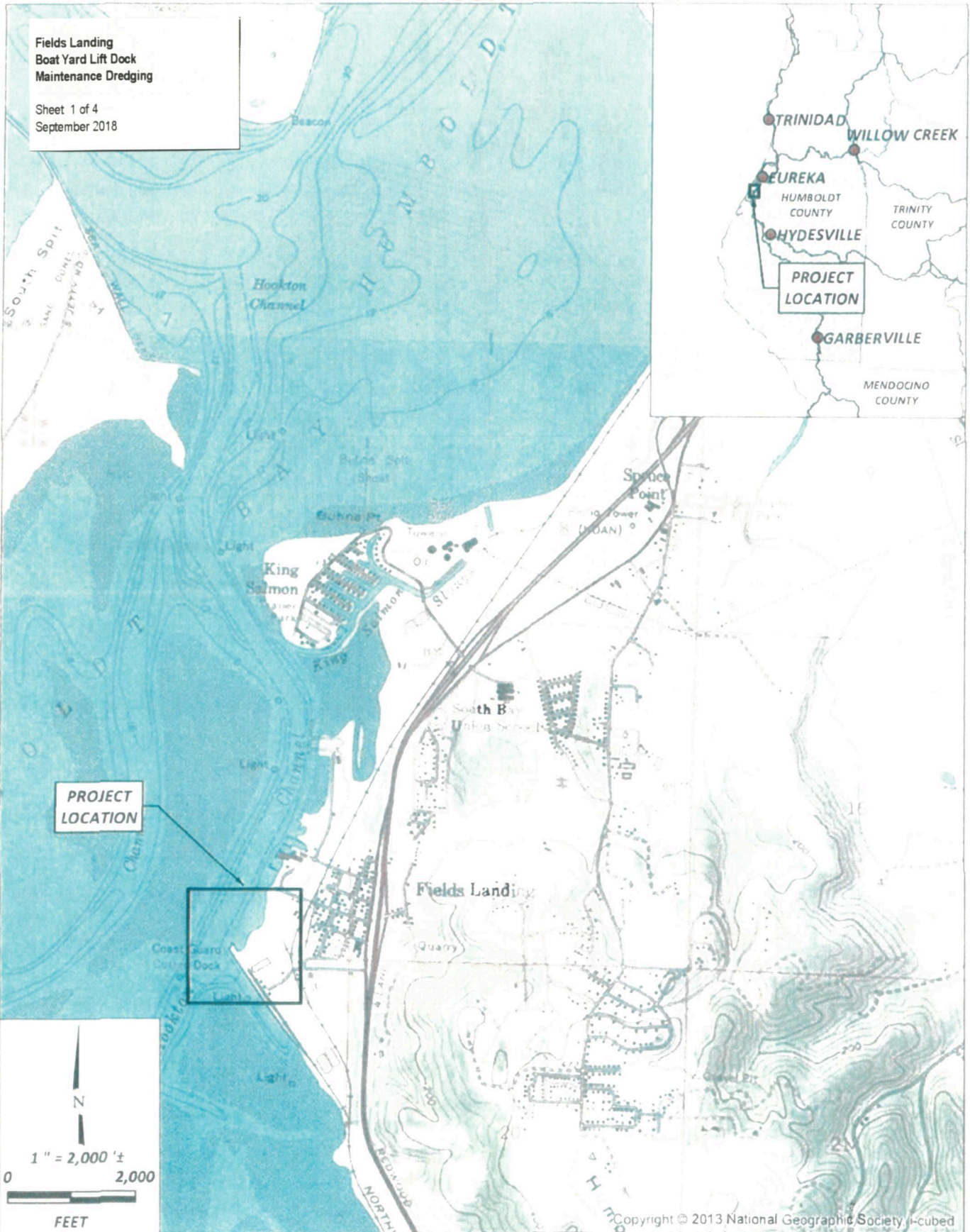
Travis J. Rayfield 10-2-2018  
Per Lieutenant Colonel, U.S. Army (DATE)  
District Engineer

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
(TRANSFeree) (DATE)



**FIGURE 1**



Path: \\eureka\projects\2016\016240-fgr-HBHRCD\020-dredge-support\GIS\PROJ\_MXD\Figure1\_ProjectLocationMap.mxd User Name: nhummel

**SEI**  
Consulting Engineers  
& Geologists, Inc.

HBHRCD  
Fields Landing Boat Yard Lift Dock  
Eureka, California

Project Location Map

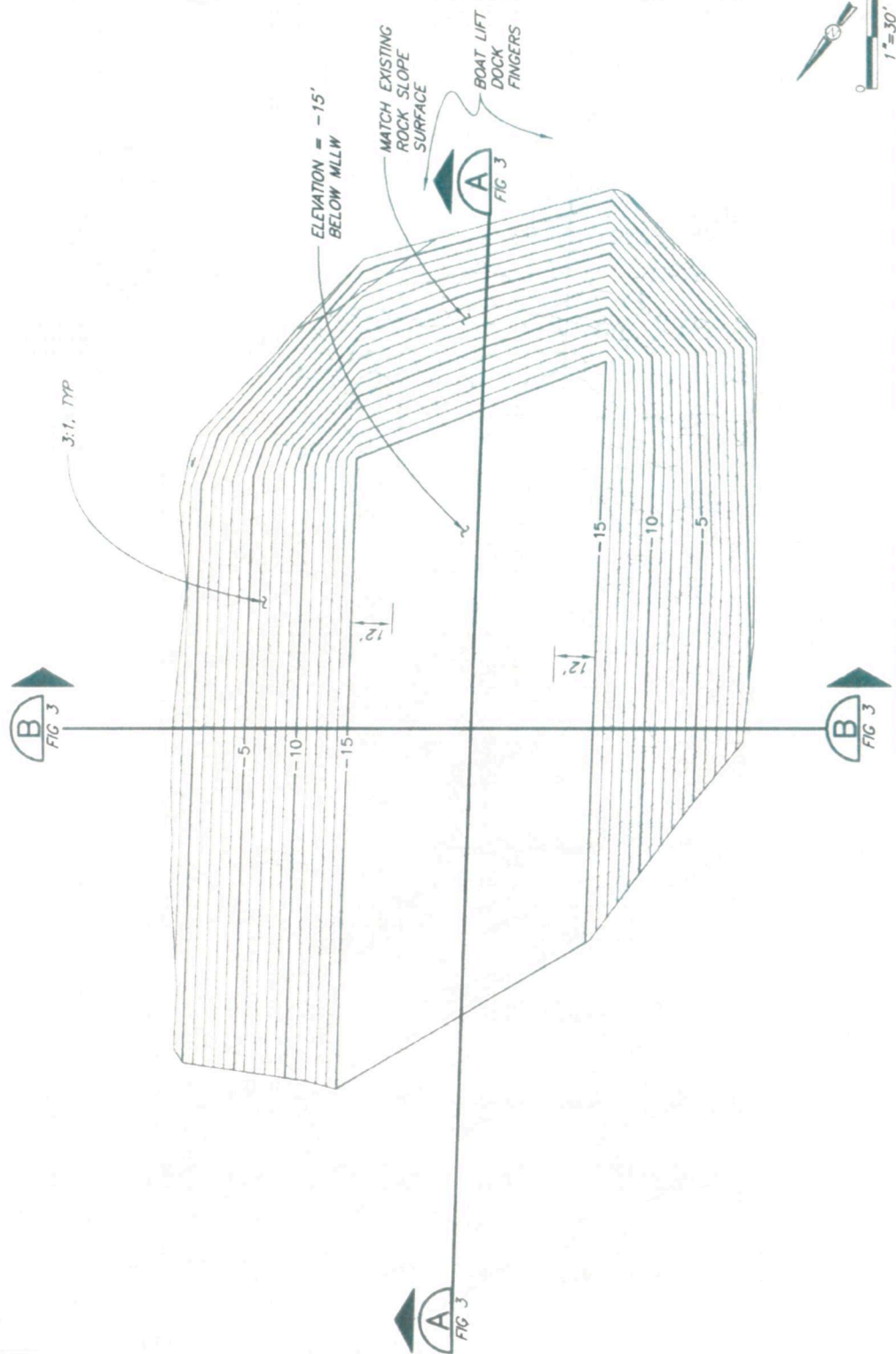
SHN 016240 020

July 2018

Figure1\_ProjectLocationMap

Figure 1

FIGURE 2



**SGW**  
Consulting Engineers  
& Geologists, Inc.

FIGURE 2  
Technical Drawing of Boat Yard Lift Dock  
Maintenance Dredging

Proposed Dredging Plan  
with Cross Section Location  
SHEETS 2 OF 4

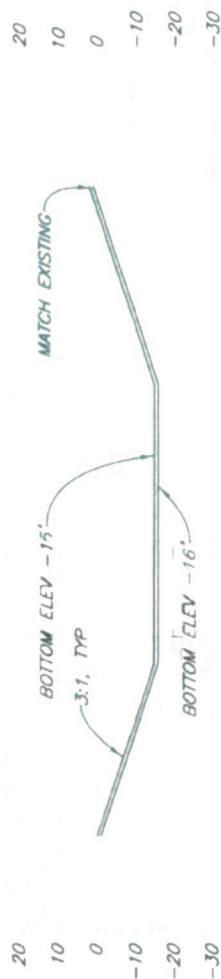
01634020 FORD - CITY LANDING

Figure

FIGURE 3



**SECTION A**  
SCALE: 1"=30' H&V FIG 2



**SECTION B**  
SCALE: 1"=30' H&V FIG 2



**S&M**  
Consulting Engineers  
& Geologists, Inc.

Fields Landing Boat Yard Lift Dock  
Eureka, California  
July 2018




Typical Cross-sections

SHS-17240-2

Figure 3



## Region 9 Ocean Dumping Sites

-  HOODS Dump Site
-  3-mile Maritime Limit (Nautical Miles)
-  10-meter Bathymetric Contour Lines

### Data Sources:

Bathymetric Contours: California Department of Fish and Game, 10 meter bathymetric contour lines to 600 meters depth on the California coast, July 2000  
 3-mile Maritime Limit: NOAA's Office of Coast Survey (OCS), September 2005  
 Shaded Relief: USGS National Elevation Data (100K)

WTR0601347.1 May 2006

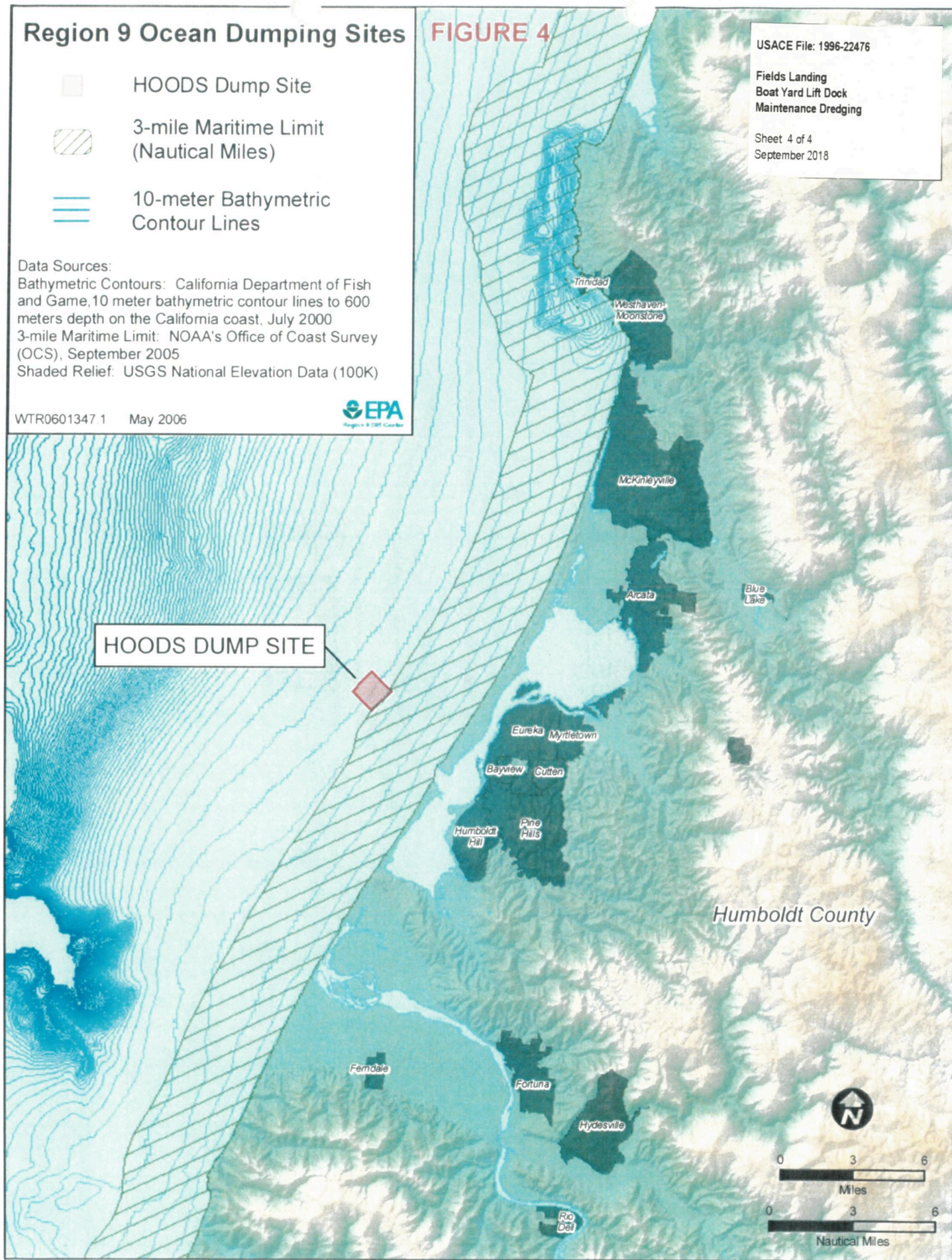


**FIGURE 4**

USACE File: 1996-22476

Fields Landing  
 Boat Yard Lift Dock  
 Maintenance Dredging

Sheet 4 of 4  
 September 2018



## PROJECT STATUS

Please use the forms below to report the dates when you start and finish the work authorized by the enclosed permit. Also if you suspend work for an extended period of time, use the forms below to report the dates you suspended and resumed work. If you find that you cannot complete the work within the time granted by the permit, please apply for a time extension at least one month before your permit expires. If you materially change the plan or scope of the work, it will be necessary for you to submit new drawings and a request for a modification of your permit.

(cut as needed) -----  
Date:\_\_\_\_\_

**NOTICE OF COMPLETION OF WORK** under Department of the Army Permit Number 1996-22476, Episode 1  
**TO:** District Engineer, US Army Corps of Engineers, Operations and Readiness Division, 1455 Market Street, 16th Floor, San Francisco, CA 94103-1398

In compliance with the conditions of Permit Number 1996-22476, this is to notify you that work was completed on \_\_\_\_\_.

Permittee: Humboldt Bay Harbor Recreation and Conservation District, 601 Startare Drive, Eureka, CA  
Address: 601 Startare Drive, Eureka, CA 95501

(cut as needed) -----  
Date:\_\_\_\_\_

**NOTICE OF RESUMPTION OF WORK** under Department of the Army Permit Number 1996-22476, Episode 1  
**TO:** District Engineer, US Army Corps of Engineers, Operations and Readiness Division, 1455 Market Street, 16th Floor, San Francisco, CA 94103-1398

In compliance with the conditions of Permit Number 1996-22476, this is to notify you that work was resumed on \_\_\_\_\_.

Permittee: Humboldt Bay Harbor Recreation and Conservation District, 601 Startare Drive, Eureka, CA  
Address: 601 Startare Drive, Eureka, CA 95501

(cut as needed) -----  
Date:\_\_\_\_\_

**NOTICE OF SUSPENSION OF WORK** under Department of the Army Permit Number 1996-22476, Episode 1  
**TO:** District Engineer, US Army Corps of Engineers, Operations and Readiness Division, 1455 Market Street, 16th Floor, San Francisco, CA 94103-1398

In compliance with the conditions of Permit Number 1996-22476, this is to notify you that work was suspended on \_\_\_\_\_.

Permittee: Humboldt Bay Harbor Recreation and Conservation District, 601 Startare Drive, Eureka, CA  
Address: 601 Startare Drive, Eureka, CA 95501

(cut as needed) -----  
Date:\_\_\_\_\_

**NOTICE OF COMMENCEMENT OF WORK** under Department of the Army Permit Number 1996-22476, Episode 1  
**TO:** District Engineer, US Army Corps of Engineers, Operations and Readiness Division, 1455 Market Street, 16th Floor, San Francisco, CA 94103-1398

In compliance with the conditions of Permit Number 1996-22476, this is to notify you that work commenced on \_\_\_\_\_.

Permittee: Humboldt Bay Harbor Recreation and Conservation District, 601 Startare Drive, Eureka, CA  
Address: 601 Startare Drive, Eureka, CA 95501



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## North Coast Regional Water Quality Control Board

September 26, 2018

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**In the Matter of**  
  
**Water Quality Certification**  
  
**for the**  
  
**Fields Landing Boat Yard: Travel Lift Maintenance Dredging Project**  
**WDID No. 1B180101WNHU**

APPLICANT:	Humboldt Bay Harbor, Recreation and Conservation District
RECEIVING WATER:	Humboldt Bay
HYDROLOGIC UNIT:	Eureka Plain Hydrologic Unit No. 110.00
COUNTY:	Humboldt
Files:	Fields Landing Boat Yard: Travel Lift Maintenance Dredging Project; ECM PIN CW-849376

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### FINDINGS BY THE EXECUTIVE OFFICER:

1. On July 17, 2018, the Humboldt Bay Harbor, Recreation and Conservation District (Applicant) filed an application for water quality certification (Certification) under section 401 of the Clean Water Act (33 U.S.C. § 1341) with the California Regional Water Quality Control Board, North Coast Region (Regional Water Board) for activities associated with the Fields Landing Boat Yard: Travel Lift Maintenance Dredging Project (Project). The application was deemed complete on August 30, 2018. The Project is located at 1 Yard Road, Fields Landing, Eureka, Humboldt County, at latitude 40.723136° N, and longitude 124.221685° W.
2. **Public Notice:** The Regional Water Board provided 21-day public notice of the application pursuant to Title 23, California Code of Regulations, Section 3858 on August 31, 2018, and posted information describing the Project on the Regional Water Board's website. No comments were received.

3. **Receiving Waters:** The Project will cause disturbances to waters of the state associated with Humboldt Bay within the Eureka Plain Hydrologic Unit No. 110.00.
4. **Project Description:** The primary purpose of the Project is to conduct maintenance dredging for boat access at the Fields Landing Boat Yard Travel Lift to the designed channel depth of -15ft. Mean Lower Low Water, with a one-foot over-dredge allowance. The Travel Lift is used to haul out boats in case of an emergency and is also the access point for marine spill response equipment, as such, is an essential piece of harbor and vessel safety infrastructure and Humboldt Bay environmental spill response. The Project will include dredging approximately 1.57 acres of Humboldt Bay floor, removing up to 25,120 cubic yards (cy) of sediment over ten years, not to exceed 13,000 cy in any 12-month period. The Applicant is proposing to conduct the maintenance dredging with a closed clamshell bucket to minimize turbidity and will monitor turbidity within 500 feet of dredging to ensure water quality objectives are maintained during dredging. The Applicant has conducted an approved Dredge Sediment Sampling and Analysis Plan. The final Analytical Report, dated August 2, 2018, illustrated that the sediment contains a predominance of silt and clay (~89% fine sediment) with approximately 11% sand and similar constituent levels previously approved for offshore disposal. The Applicant proposes to use a sealed dump scow to transfer and transport the dredged sediment to the Humboldt Open Ocean Disposal Site (HOODS) for permanent disposal and has received U.S. Environmental Protection Agency (U.S. EPA) approval for offshore disposal.
5. **Construction Timing:** The Project is planned to take place between July and October, from 2018 through 2028 as necessary.
6. **Authorized Project Impacts:** No permanent impacts to waters of the state are proposed. Temporary impacts to waters of the state include dredging approximately 1.57 acres of Humboldt Bay floor removing up to 25,120 cubic yards (cy) of sediment over ten years, not to exceed 13,000 cy in any 12-month period.
7. **Avoidance, Minimization and Mitigation for Project Impacts:** The Project includes a plan to monitor turbidity within 500 feet of dredging to ensure water quality objectives are maintained during dredging and if necessary take adaptive measures or Best Management Practices (BMPS) to avoid and minimize exceedances greater than 20% above background turbidity levels. The Project proposes to employ BMPs to prevent or reduce any discharges during transfer and transport to HOODS. Compensatory mitigation for the initial impacts to eel grass (*Zostera marina*) due to the construction of the Fields Landing facility in 1980-81 and anticipated maintenance, were implemented and fully mitigated through permitting with the California Coastal Commission. Coastal Development Permit staff report (No. 80-P-21) records state that one acre of eel grass and mudflats were mitigated for as part of the Broadway Wetlands Restoration project.
8. **Other Agency Actions:** The Applicant has applied for authorization from the United States Army Corps of Engineers for a Clean Water Act, section 404 permit and/or Rivers and Harbors Act section 10. The U.S. EPA has reviewed and approved the

placement of sediment at the HOODS site and has determined that it does not exceed regulatory thresholds. The Applicant has obtained a Coastal Development Permit Exemption from the California Coastal Commission.

9. **CEQA Compliance:** The North Coast Regional Water Quality Control Board, as lead California Environmental Quality Act (CEQA) agency, has determined that the project qualifies for a Categorical Exemption, 15304 (g) Minor Alterations to Land – Maintenance Dredging, and will file a Notice of Exemption with the State Clearinghouse concurrent with issuance of the 401 Water Quality Certification, pursuant to CEQA guidelines.
10. **Total Maximum Daily Load (TMDL):** Humboldt Bay within the Eureka Plain Hydrologic Unit 110.00 is identified as impaired for Dioxin Toxic Equivalents (TEQs) and Polychlorinated biphenyls (PCBs) under Clean Water Act Section 303(d). A TMDL has not yet been developed to address these impairments.
11. **Antidegradation Policy:** The federal antidegradation policy requires that state water quality standards include an antidegradation policy consistent with the federal policy. The State Water Board established California's antidegradation policy in State Water Board Resolution No. 68-16. Resolution No. 68-16 incorporates the federal antidegradation policy where the federal policy applies under federal law. Resolution No. 68-16 requires that existing quality of waters be maintained unless degradation is justified based on specific findings. The Regional Water Board's *Water Quality Control Plan for the North Coast Region* (Basin Plan) implements, and incorporates by reference, both the state and federal antidegradation policies. This Certification is consistent with applicable federal and state antidegradation policies, as it does not authorize the discharge of increased concentrations of pollutants or increased volumes of treated wastewater, and does not otherwise authorize degradation of the waters affected by this Project.
12. This discharge is also regulated under State Water Resources Control Board Order No. 2003-0017-DWQ, "General Waste Discharge Requirements for Dredge and Fill Discharges That Have Received State Water Quality Certification," which requires compliance with all conditions of this water quality certification. The Order may be accessed at this web address:  
[https://www.waterboards.ca.gov/water\\_issues/programs/cwa401/docs/generalorders/go\\_wdr401regulated\\_projects.pdf](https://www.waterboards.ca.gov/water_issues/programs/cwa401/docs/generalorders/go_wdr401regulated_projects.pdf)

Receiving Water:	Humboldt Bay, Eureka Plain Hydrologic Unit No. 110.00	
Filled and/or Excavated Areas:	Permanent impacts to waters of the state:	None
	Temporary impacts to waters of the state:	1.57 acres of bay substrate
Dredge Volume	25,120 cy over ten years (13,000 cy max annually)	
Latitude/Longitude:	40.723136° N, 124.221685° W	
Certification Expiration:	<b>September 26, 2028</b>	



Accordingly, based on its independent review of the record, the Regional Water Board certifies that the Fields Landing Boat Yard: Travel Lift Maintenance Dredging Project (WDID No. 1B180101WNHU) as described in the application will comply with sections 301, 302, 303, 306 and 307 of the Clean Water Act, and with applicable provisions of state law, provided that the Applicant complies with the following terms and conditions:

**All conditions of this Certification apply to the Applicant (and their employees) and all contractors (and their employees), sub-contractors (and their employees), and any other entity or agency that performs activities or work on the Project as related to this Water Quality Certification.**

**Terms and Conditions:**

**Project-Specific Conditions**

1. No dredged material shall be permitted to overflow, leak, or spill from barges, bins, or dump scows during transportation from the dredging site to HOODS. No overflow or decant water shall be discharged from any barge at any time. Dredge material shall be removed only by closed clamshell bucket. Dredged material volume shall not exceed 13,000 cubic yards in any 12-month period.
2. The Applicant shall monitor turbidity within 500 feet of dredging to ensure water quality objectives are maintained during dredging and, if necessary, take proposed adaptive measures or Best Management Practices (BMPS) to avoid and minimize exceedances greater than 20% above background turbidity levels.

**Project-Specific Conditions Requiring Reports**

3. **Annual Dredge Report:** The Applicant shall provide an electronic copy of the *Annual Dredge Report* to Water Board staff within 60 days of completion of dredging operations or by November 1, annually, if no dredging will occur that year. The report may be submitted via email to [northcoast@waterboards.ca.gov](mailto:northcoast@waterboards.ca.gov). The report shall contain the dates of dredging, maps of the dredging footprint, turbidity results, and the calculated final dredging volume.

**Standard Conditions**

4. This Certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330 and title 23, California Code of Regulations, section 3867.
5. This Certification action is not intended and shall not be construed to apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent Certification application was filed pursuant to title 23, California Code of Regulations, section 3855, subdivision (b) and the application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.

6. The validity of this Certification is conditioned upon total payment of any fee required under title 23, California Code of Regulations, section 3833, and owed by the Applicant.
7. An application fee of \$1,500 was received for the Project on July 17, 2018. This Certification will be subject to annual billing while the project certification is active and dredge volume discharge fees will be billed annually following submittal of the *Annual Dredge Report* per the current fee schedule:

[https://www.waterboards.ca.gov/resources/fees/water\\_quality/docs/dredgefillcalculator.xlsm](https://www.waterboards.ca.gov/resources/fees/water_quality/docs/dredgefillcalculator.xlsm)

The annual dredge discharge fee is based on the volume dredged during the previous fiscal years (July 1- June 30), calculated using *Annual Dredge Report* survey results provided to the Regional Water Board per condition 3. Annual fees will be automatically invoiced to the Applicant.

Applicant must notify the Regional Water Board to request to terminate annual billing if project is terminated prior to the expiration date. Regional Water Board staff may request site visit at the end of the Project to confirm status of Project and compliance with this Certification.

8. The Regional Water Board shall be notified at least five working days (working days are Monday – Friday) prior to the commencement of construction.
9. Only wildlife-friendly, 100-percent biodegradable erosion and sediment control products that will not entrap or harm wildlife shall be used. Erosion and sediment control products shall not contain synthetic (e.g., plastic or nylon) netting. Photodegradable synthetic products are not considered biodegradable. The Applicant shall request approval from the Regional Water Board if an exception from this requirement is needed for a specific location.
10. BMPs shall be implemented as proposed in the application materials. BMPs for erosion, sediment and turbidity control shall be implemented and in place at commencement of, during and after any ground clearing activities or any other Project activities that could result in erosion or sediment discharges to surface water. Severe and unseasonal rain events are becoming more frequent due to the effects of climate change. Therefore, BMPs shall be immediately available for deployment at all times to prevent discharges to waters of the state.
11. The Applicant is prohibited from discharging waste to waters of the state, unless explicitly authorized by this Certification. For example, no debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete washings, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature, other than that authorized by this Certification, shall be allowed to enter into or be placed where it may be washed by rainfall into waters of the state. When operations are completed, any excess material or debris shall be removed from the work area.

12. The Applicant shall provide Regional Water Board staff access to the Project site to document compliance with this Certification.
13. If, at any time, an unauthorized discharge to surface water (including wetlands, lakes, rivers or streams) occurs, or any water quality problem arises, the associated Project activities shall cease immediately until adequate BMPs are implemented including stopping work. The Regional Water Board shall be notified promptly and in no case more than 24 hours after the unauthorized discharge or water quality problem arises.
14. Prior to implementing any change to the Project that may be a material change as defined in California Water Code section 13260(c) as a proposed change in character, location, or volume of the discharge, the Applicant shall obtain prior written approval of the Regional Water Board Executive Officer. If the Regional Water Board is not notified of the material change to the discharge, it will be considered a violation of this Certification, and the Applicant may be subject to Regional Water Board enforcement action(s).
15. All Project activities shall be implemented as described in the submitted Certification application package and the findings and conditions of this Certification. Subsequent Project changes that could significantly impact water quality shall first be submitted to Regional Water Board staff for prior review, consideration, and written concurrence. If the Regional Water Board is not notified of a significant alteration to the Project, it will be considered a violation of this Certification, and the Applicant may be subject to Regional Water Board enforcement actions.
16. The Applicant shall provide a copy of this Certification and State Water Resources Control Board (SWRCB) Order No. 2003-0017-DWQ to any contractor(s), subcontractor(s), and utility company(ies) conducting work on the Project, and shall require that copies remain in their possession at the work site. The Applicant shall be responsible for ensuring that all work conducted by its contractor(s), subcontractor(s), and utility companies is performed in accordance with the information provided by the Applicant to the Regional Water Board.
17. Fueling, lubrication, maintenance, storage, and staging of vehicles and equipment shall not result in a discharge or threatened discharge to any waters of the state including dry portions of the shoreline. At no time shall the Applicant or its contractors allow use of any vehicle or equipment, which leaks any substance that may impact water quality.
18. The Applicant shall not use leaking vehicles or equipment within State waters or riparian areas. Vehicles and equipment used within State waters shall be checked for leaks at the beginning of each work day.
19. In the event of any violation or threatened violation of the conditions of this Certification, the violation or threatened violation shall be subject to any remedies, penalties, process or sanctions as provided for under applicable state or federal law. For the purposes of section 401(d) of the Clean Water Act, the applicability of any

state law authorizing remedies, penalties, process or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Certification. In response to a suspected violation of any condition of this Certification, the State Water Board may require the holder of any federal permit or license subject to this Certification to furnish, under penalty of perjury, any technical or monitoring reports the State Water Board deems appropriate, provided that the burden, including costs, of the reports shall bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports. In response to any violation of the conditions of this Certification, the Regional Water Board may add to or modify the conditions of this Certification as appropriate to ensure compliance.

20. The Regional Water Board may add to or modify the conditions of this Certification, as appropriate, to implement any new or revised water quality standards and implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Control Act or section 303 of the Clean Water Act.
21. In the event of any change in control of ownership of land presently owned or controlled by the Applicant, the Applicant shall notify the successor-in-interest of the existence of this Certification by letter and shall email a copy of the letter to the following email address: [NorthCoast@waterboards.ca.gov](mailto:NorthCoast@waterboards.ca.gov).

The successor-in-interest shall email the Regional Water Board Executive Officer at: [NorthCoast@waterboards.ca.gov](mailto:NorthCoast@waterboards.ca.gov) to request authorization to discharge dredged or fill material under this Certification. The request must contain the following:

- i) Effective date of ownership change;
  - ii) Requesting entity's full legal name;
  - iii) The state of incorporation, if a corporation;
  - iv) The address and phone number of contact person; and
  - v) A description of any changes to the Project or confirmation that the successor-in-interest intends to implement the project as described in this Certification.
22. Except as may be modified by any preceding conditions, all Certification actions are contingent on:
  - i) The discharge being limited to and all proposed mitigation being completed in strict compliance with the Applicant's Project description and CEQA documentation, as approved herein; and
  - ii) Compliance with all applicable water quality requirements and water quality control plans including the requirements of the Water Quality Control Plan for the North Coast Region (Basin Plan), and amendments thereto.
23. The authorization of this Certification for any dredge and fill activities expires on September 26, 2028. Conditions and monitoring requirements outlined in this Certification are not subject to the expiration date outlined above, and remain in full effect and are enforceable.

**Conditions 3, 7 and 8 have requirement for information and reports.** Any requirement for a report made as a condition to this Certification is a formal requirement pursuant to California Water Code section 13267, and failure or refusal to provide, or falsification of such required report is subject to civil liability as described in California Water Code, section 13268.

If you have any questions or comments, please call Gil Falcone at (707) 576-2830 or Stephen Bargsten at (707) 576-2653.

---

Matthias St. John  
Executive Officer

180926\_GBF\_er\_FieldsLandingMaintenanceDredging\_401

Original to: Larry Oetker, Executive Director,  
Humboldt Bay Harbor, Recreation, and Conservation District,  
601 Startare Drive, Eureka, CA 95501  
[loetker@humboldtbay.org](mailto:loetker@humboldtbay.org)

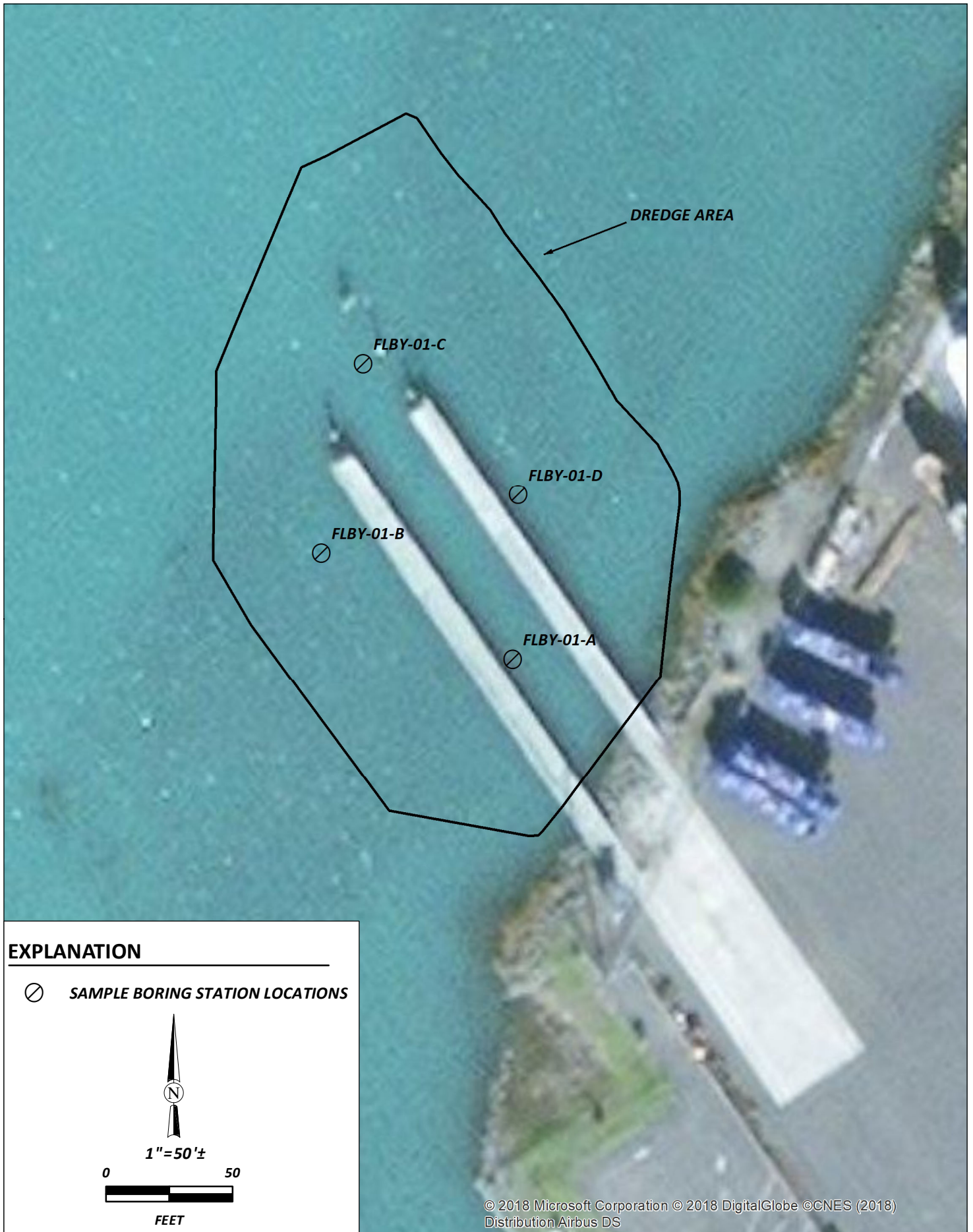
cc: State Water Resources Control Board, [Stateboard401@waterboards.ca.gov](mailto:Stateboard401@waterboards.ca.gov)  
Jennifer Siu, EPA Region 9, [siu.jennifer@epa.gov](mailto:siu.jennifer@epa.gov)  
Debra O'Leary, U.S. Army Corps of Engineers, [debra.a.o'leary@usace.army.mil](mailto:debra.a.o'leary@usace.army.mil)  
Rebecca Garwood, CDFW, [rebecca.garwood@wildlife.ca.gov](mailto:rebecca.garwood@wildlife.ca.gov)  
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**Characterization of  
the Sediment from  
Fields Landing Boat  
Yard**


**E**



Path: \\eureka\projects\2016\016240-Engr-HBHRCD\020-dredge-support\GIS\PROJ\_MXD\BoatLift\_DredgeArea.mxd User Name: hummel



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Distribution Airbus DS

	HBHRCD Fields Landing Boat Yard Lift Dock Eureka, California		Dredge Area with Sample Locations SHN 016240.020
	July 2018	BoatLift_DredgeArea	Figure 3

Fields Landing Boat Lift Sample Results, July 31, 2018			CHHSLs	
Analyte	FLBY-01	Limit triggering STLC	Residential Land Use	Industrial Land Use
<b>Conventionals</b>				
Total Organic Carbon (mg/kg)	8,200	--	--	--
TPH-Diesel (mg/kg)	7.2	--	--	--
TPH-Motor Oil (mg/kg)	19	--	--	--
Percent Moisture (wet wt%)	37.4	--	--	--
<b>Metals</b>	<b>(mg/kg)</b>	<b>(mg/kg)</b>	<b>(mg/kg)</b>	<b>(mg/kg)</b>
Antimony	0.35 J	150	30	380
Arsenic	8.5	50	0.07	0.24
Barium	96	1,000	5,200	63,000
Beryllium	0.53 J	8	150	1,700
Cadmium	0.19 J	10	1.7	7.5
Chromium	89	50	100,000	100,000
Cobalt	14	800	660	3,200
Copper	37	250	3,000	38,000
Lead	8.9	50	80	320
Molybdenum	1.2	3,500	380	4,800
Mercury	0.099	2	18	180
Nickel	110	200	1,600	16,000
Selenium	0.35 J	10	380	4,800
Silver	0.11 J	50	380	4,800
Thallium	0.16 J	70	5	63
Vanadium	56	240	530	6,700
Zinc	85	2,500	23,000	100,000
<b>PAHs (mg/kg)</b>			<b>(mg/kg)</b>	<b>(mg/kg)</b>
Acenaphthene	<0.016	--	--	--
Acenaphthylene	<0.016	--	--	--
Anthracene	0.0064 JB	--	--	--
Benzo (a) anthracene	0.019 JB	--	--	--
Benzo (b) fluoranthene	0.011 JB	--	--	--
Benzo (g,h,i) perylene	0.0077 JB	--	--	--
Benzo (a) pyrene	0.005 JB	--	0.038	0.130
Chrysene	0.0088 JB	--	--	--
Dibenz (a,h) anthracene	<0.016	--	--	--
Fluoranthene	0.026	--	--	--
Fluorene	<0.016	--	--	--
Indeno (1,2,3,c,d) pyrene	<0.016	--	--	--
Naphthalene	0.0035 J	--	--	--
Phenanthrene	0.012 JB	--	--	--
Pyrene	0.019	--	--	--
<b>Aroclor PCBs (mg/kg)</b>		<b>(mg/kg)</b>	<b>(mg/kg)</b>	<b>(mg/kg)</b>
1016	<0.80	--	--	--
1221	<0.80	--	--	--
1232	<0.80	--	--	--
1242	<0.80	--	--	--
1248	<0.80	--	--	--
1254	<0.80	--	--	--



Fields Landing Boat Lift Sample Results, July 31, 2018			CHHSLs	
Analyte	FLBY-01	Limit triggering STLC	Residential Land Use	Industrial Land Use
1260	<0.80	--	--	--
Total	<0.80	50	0.089	0.30
<b>Herbicides (mg/kg)</b>		<b>(mg/kg)</b>	<b>(mg/kg)</b>	<b>(mg/kg)</b>
Pentachlorophenol (PCP)	<0.80	--	4.4	13.0
<b>Pesticides (mg/kg)</b>		<b>(mg/kg)</b>	<b>(mg/kg)</b>	<b>(mg/kg)</b>
Aldrin	<0.016	1.4	0.03	0.13
Alpha-BHC	<0.016	--	--	--
Beta-BHC	<0.016	--	--	--
Gamma-BHC	<0.016	--	--	--
Delta-BHC	<0.016	--	--	--
Chlordane	<0.40	2.5	0.4	1.7
a-Chlordane	<0.016	--	--	--
g-Chlordane	<0.016	--	--	--
p,p-DDD	<0.016	--	2.3	9.0
p,p-DDE	<0.016	--	1.6	6.3
p,p-DDT	<0.016	--	1.6	6.3
Dieldrin	<0.016	8.0	0.035	0.130
Endosulfan I	<0.016	--	--	--
Endosulfan II	<0.016	--	--	--
Endosulfan sulfate	<0.016	--	--	--
Endrin	<0.016	200	21	230
Endrin aldehyde	<0.016	--	--	--
Endrin ketone	<0.016	--	--	--
Heptachlor	<0.016	4.7	0.13	0.52
Heptachlor epoxide	<0.016	--	--	--
Hexachlorobenzene	<0.16	--	--	--
Hexachlorocyclopentadiene	<0.32	--	--	--
Methoxychlor	<0.016	--	--	--
Toxaphene	<0.80	5.0	0.46	1.80
<b>Organotins (mg/kg)</b>				
Tetrabutyltin	<0.20	--	--	--
Tributyltin	<0.20	--	--	--
Dibutyltin	<0.20	--	--	--
Monobutyltin	<0.20	--	--	--
Total Butyltins	<0.20	--	--	--
<b>Polychlorinated Dibenzo-p-Dioxins and Polychlorinated Dibenzofurans (pg/g)</b>				
2,3,7,8-TCDD	<0.5	--	4.6	19.0
1,2,3,7,8-PeCDD	<2.5	--	--	--
1,2,3,4,7,8-HxCDD	<2.5	--	--	--
1,2,3,6,7,8-HxCDD	<2.5	--	--	--
1,2,3,7,8,9-HxCDD	<2.5	--	--	--
1,2,3,4,6,7,8-HpCDD	5.28	--	--	--
OCDD	49.2	--	--	--
2,3,7,8-TCDF	0.420 JBM	--	--	--
1,2,3,7,8-PeCDF	<2.5	--	--	--
2,3,4,7,8-PeCDF	<2.5	--	--	--

Fields Landing Boat Lift Sample Results, July 31, 2018			CHHSLs	
Analyte	FLBY-01	Limit triggering STLC	Residential Land Use	Industrial Land Use
1,2,3,4,7,8-HxCDF	<2.5	--	--	--
1,2,3,6,7,8-HxCDF	<2.5	--	--	--
2,3,4,6,7,8-HxCDF	<2.5	--	--	--
1,2,3,7,8,9-HxCDF	<2.5	--	--	--
1,2,3,4,6,7,8-HpCDF	<b>1.02 J</b>	--	--	--
1,2,3,4,7,8,9-HpCDF	<2.5	--	--	--
OCDF	<b>2.62 J</b>	--	--	--
TEQ	<b>0.121</b>	--	--	--
CHHSL: California Human Health Screening Levels, CAL EPA 2005/2009				
J: Result is less than the RL/ML but greater than the MDL. The reported concentration is an estimated value.				
JB: Analyte detected in the associated Method Blank and in the sample.				
M: Estimated Maximum Possible Concentration				
<: "less than" the method detection limit				
--: not applicable				

**California Coastal  
Commission Waiver**

**F**

**CALIFORNIA COASTAL COMMISSION**

NORTH COAST DISTRICT OFFICE  
1385 EIGHTH STREET, SUITE 130  
ARCATA, CALIFORNIA 95521-5967  
PH (707) 826-8950 FAX (707) 826-8960  
[WWW.COASTAL.CA.GOV](http://WWW.COASTAL.CA.GOV)

**PERMIT EXEMPTION / NO PERMIT REQUIRED**

July 31, 2018

**Commission Reference Number:**

1-18-0272-X

**Applicant Name:**

Humboldt Bay Harbor, Recreation & Conservation District

**Project Location:**

1 Yard Road, Fields Landing, Humboldt County (APN: 307-101-05)

**Project Description:**

Maintenance of the boat yard travel lift originally permitted under CDP No. 80-P-21 authorizing construction of boat repair yard including 5000-sq.-ft. lift and storage building, work area, dredged haul out area and spoils disposal. Under this exemption request, there will be no expansion or enlargement of previously dredged areas. The original project area has significantly filled in from the design depth of -15 ft. MLLW as a result of natural deposition. Up to 12,120 cubic yards of material is proposed to be removed during the initial dredging event. Dredging volume will not exceed ~13,000 cubic yards in any 12-month period over a proposed term of 10 years. Dredging will be performed using a closed clamshell bucket. All dredged material will be loaded directly into a hopper scow and towed out to the Humboldt Open Ocean Disposal Site (HOODS) located three nautical miles northwest of Humboldt Bay.

This is to certify that this location and/or proposed project has been reviewed by the staff of the Coastal Commission. A Coastal Development Permit is NOT necessary for the reasons checked below:

- ☐ The site is not located within the Coastal Zone as established by the California Coastal Act of 1976, as amended.
- ☐ The proposed development is included in categorical Exclusion Number \_\_\_\_ adopted by the California Coastal Commission.
- ☒ **The proposed development is judged to be repair or maintenance activity not resulting in an addition to or enlargement or expansion of the object of such activities and not involving any risk of substantial adverse environmental impact (Coastal Act Section 30610(d)).**
- ☐ The proposed development is an improvement to an existing single family residence (Coastal Act Section 30610(a)) and not located in the area between the sea and the first public road or within 300 feet of the inland extent of any beach (whichever is greater) (Section 13250(b)(4) of 14 Cal. Admin. Code).

## PERMIT EXEMPTION / NO PERMIT REQUIRED

- ☐ The proposed development is an improvement to an existing single family residence and is located in the area between the sea and the first public road or within 300 feet of the inland extent of any beach (whichever is greater), but is not (a) an increase of 10% or more of internal floor area; (b) an increase in height over 10%; or (c) a significant non-attached structure (Coastal Act Section 30610(a) and Section 13250(b)(4) of the Administrative Regulations).
  - ☐ The proposed development is an interior modification to an existing use with no change in the density or intensity of use (Coastal Act Section 30106).
  - ☐ The proposed development involves the installation, testing, and placement in service of a necessary utility connection between an existing service facility and development approved in accordance with coastal development permit requirements, pursuant to Coastal Act Section 30610(f).
  - ☐ The proposed development is the rebuilding of a structure, other than a public works facility, destroyed by natural disaster. The replacement conforms to all of the requirements of Coastal Act Section 30610(g).
  - ☐ Other: \_\_\_\_\_
- 

Please be advised that only the project described above is exempt from the permit requirements of the Coastal Act. Any change in the project may cause it to lose its exempt status. This certification is based on information provided by the recipient of this letter. If, at a later date, this information is found to be incorrect or incomplete, this letter will become invalid, and any development occurring at that time must cease until a Coastal Development Permit is obtained.

Sincerely,

John Ainsworth  
Executive Director



Melissa B. Kraemer  
Supervising Analyst

cc: File

**CEQA**  
**Notice of Exemption**

**G**

COMMISSIONERS

1<sup>st</sup> Division

Larry Doss

2<sup>nd</sup> Division

Greg Dale

3<sup>rd</sup> Division

Stephen Kullmann

4<sup>th</sup> Division

Richard Marks

5<sup>th</sup> Division

Patrick Higgins

**Humboldt Bay**

**Harbor, Recreation and Conservation District**

(707) 443-0801

P.O. Box 1030

Eureka, California 95502-1030

**12-2018-168**

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Kelly E. Sanders, Recorder  
Recorded by:

Pages: 2

Recording Fee: \$ 50.00  
Tax Fee: \$0.00  
Clerk: sc Total: \$50.00  
Aug 29, 2018 at 01:42:07

\*\*\* CONFORMED COPY \*\*\*

**CALIFORNIA ENVIRONMENTAL QUALITY ACT - NOTICE OF EXEMPTION**

**To:** County of Humboldt

County Clerk

825 5<sup>th</sup> Street

Eureka, CA 95501

**From:** Humboldt Bay Harbor, Recreation, and

Conservation District

601 Startare Drive

Eureka, CA 95501

[districtplanner@humboldtbay.org](mailto:districtplanner@humboldtbay.org)

**Project Title:** Fields Landing Boat Yard Maintenance Dredging

**Project Applicant:** Humboldt Bay Harbor, Recreation, and Conservation District

**Project Location:** Fields Landing Boat Yard is located at 1 Yard Road, Fields Landing, CA (APN 307-101-002). To access the facility from Eureka, take Highway 101 southbound and take exit 699 towards Fields Landing. Continue on Fields Landing Drive, turn onto Depot Road in 0.3 miles and continue straight for another 0.3 miles to Yard Road.

**Project Summary:** HBHRCD is proposing maintenance dredging within Humboldt Bay at the Fields Landing Boat Yard Travel Lift. Current conditions have become hazardous and the Harbor District issued draft restrictions that significantly limit when boats can be hauled out of Fields Landing. Humboldt Bay is a Port of Refuge and the Fields Landing travel lift dock is used to haul out boats in case of an emergency.

Permit coverage is being requested for a total volume of up to 25,120 cubic yards over a ten year period. The original project area has significantly filled-in from the design depth of -15 feet MLLW as a result of natural deposition, with up to 12,120 cubic yards (cy) of material proposed to be removed during the initial dredging event. Ten year permits are being requested to give the District the flexibility to re-evaluate the facilities and shorten the dredge cycle to avoid replicating the current state of the facilities in the future. The amount and timing of dredging during this permit is dependent on the District's available funding at the time of the project. Dredging will be performed using an excavator and/or crane with a closed clamshell bucket. All dredged sediment will be loaded directly into a hopper scow and towed out to the Humboldt Open Ocean Disposal Site (HOODS) located three nautical miles northwest of the Humboldt Bay entrance.

Prior to dredging, pre-project hydrographic surveys will be completed. Updated dredge volumes will be generated and verified with post-project hydrographic surveys. Conservation and Protection Measures will be utilized throughout the project to safeguard Humboldt Bay and its occupants.

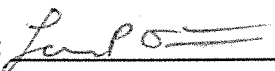
The in-water work window for Humboldt Bay is from July 1st to October 15th of each year. In the first year of permit coverage, the contractor will begin work as soon as permits are obtained and contractor is selected. Dredging activities could occur up to 24 hours per day until project completion. The amount and timing of dredging during this permit, and under future permits, is dependent on the available funding at the time of the project.

**Pertinent California Environmental Quality Act (CEQA) Exemption:** The District has determined that the project is exempt from CEQA pursuant to a Class 4 categorical exemption (Section 15304. (g) Minor Alterations to Land), which exempts maintenance dredging where the spoil is deposited in a spoil area authorized by all applicable state and federal regulatory agencies.

**Rationale for Exemption:** The project involves maintenance dredging over a ten year period between July 1st and October 15th of each year, with no more than 25,120 cubic yards being removed, and spoils disposal at the Humboldt Open Ocean Disposal Site (HOODS). Disposal at HOODS will be performed in accordance with Special Conditions established by the Environmental Protection Agency (EPA) and Army Corps, which may include bathymetric surveys, vessel tracking systems and record keeping/reporting. Scows will only be transported to HOODS when ocean conditions will not interfere with safe transportation and will not create a risk of spillage, leak or other loss of dredge material. Specific cells within HOODS will be identified by EPA and Army Corps which will be used for disposal.

The District has further determined that the use of the categorical exemption is not barred by any of the exceptions set forth in CEQA Guidelines Section 15300.2. The material supporting the above finding is on file with the District and available for review upon request at the address listed below.

**Contact:** Larry Oetker, Executive Director  
Humboldt Bay Harbor, Recreation and Conservation District  
601 Startare Drive, Eureka, CA 95501

Signature: 

Date: August 28, 2018