

Contract Documents

Maintenance Dredging—Fields Landing Boatyard and Woodley
Island Marina
Humboldt Bay, California



Humboldt Bay Harbor, Recreation & Conservation District



July, 2019

Contract Documents

Maintenance Dredging–Woodley Island Marina and Fields Landing Boat Yard Humboldt Bay, California

Including:

**Notice to Contractors,
Proposal and Agreement,
General and Special Provisions**


Bid Opening:

2:00 p.m., August 5, 2019
Humboldt Bay Harbor, Recreation & Conservation District
601 Startare Drive Eureka, CA 95501

Pre-Bid Meeting (Optional):

2:00 p.m., July 19, 2019
Humboldt Bay Harbor, Recreation & Conservation District
601 Startare Drive
Eureka, CA 95501

Approved:



Larry Oetker
Chief Executive Offices

NOTICE TO CONTRACTORS

Sealed proposals will be received by the Humboldt Bay Harbor, Recreation & Conservation District, 601 Startare Drive, Eureka, CA 95501, until **2:00 p.m. on Monday, the 5th day of August 2019**, at which time they will be publicly opened and read, for performing work in accordance with the Plans and Specifications, therefor, as follows:

Maintenance Dredging—Fields Landing Boatyard and Woodley Island Marina

There will be a pre-bid meeting at the Humboldt Bay Harbor, Recreation & Conservation District, 601 Startare Drive, Eureka, CA 95501, on **Friday, July 19, 2019, at 2:00 p.m.** Attendance is optional. A site inspection will be held following the pre-bid meeting.

Bids are required for the entire work as described herein:

Engineer's Estimate

The work to be done consists, in general, of:

General Scope of Work: The work consists of maintenance dredging of Woodley Island Marina (WIM) and Fields Landing Boat Yard (FLBY) and disposal of dredged material to dewatering basins that will be constructed by Humboldt Bay Harbor, Recreation and Conservation District (HBHD or District) staff and/or at the Humboldt Open Ocean Disposal Site (HOODS). Work includes dredging activities, using closed clam shell bucket excavator, or crane. Dredging will remove approximately 1,200 cubic yards (cy) of sediment from FLBY and an amount of sediment from WIM that will be determined by bidders and described in bid documents. All dredging equipment must be approved by the District. The Work of this Contract includes work covered by lump sum and unit prices.

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the HBHD 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 in accordance with the General Provisions, or to omit portions of the work, as may be deemed necessary or expedient by the Engineer.

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 <humboldtby.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, bidders shall remove or copy the Bid Proposal and submit the completed Bid Proposal as part of the bid proposal package), and unless it is accompanied by a Proposal Guaranty in the form of cash, bid bond, certified check, or cashier's check made payable to the Humboldt Bay Harbor, Recreation & Conservation District, in an amount equal to ten percent (10%) of the bid amount.



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 Boatyard and Woodley Island Marina** - 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.

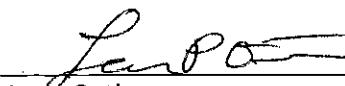
The minimum wage rate to be paid under this contract shall be the current prevailing wage for each classification as determined by the Director of the California Department of Industrial Relations, pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1.

Copies of the current prevailing wage rates are available on the internet at the following URL:

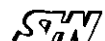
<http://www.dir.ca.gov/DLSR/PWD/>

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, the Humboldt Bay Harbor, Recreation and Conservation 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: 7/05/19



Larry Oetker
Executive Director



PROPOSAL REQUIREMENTS AND CONDITIONS

1. Bid Proposal Forms

All bid proposals shall be made upon the blank Bid Proposal forms 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 their 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 in accordance with the General Provisions, 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. Proposal Guaranty

Each proposal shall be accompanied by one of the following forms of bidder's security: cash, certified cashier's check, or a bidder's bond executed by an admitted surety insurer, made payable to the Humboldt Bay Harbor, Recreation and Conservation District for an amount equal to at least ten percent (10%) of the total bid amount. No bid will be considered unless such cash, certified cashier's check, or bidder's bond is enclosed therewith. The bidder's security shall be attached to page C - 12 of the Bid Proposal.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 Bid Package or other proposed Contract Documents or finds discrepancies in or omissions, he may submit to the District a written request for an interpretation or correction thereof. Questions should be submitted to:

Humboldt Bay Harbor District
Attn: Adam Wagschal
601 Startare Drive
Eureka, CA 95501
awagschal@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 District will not be responsible for any other explanations or interpretations of the proposed documents.

12. 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.

AWARD AND EXECUTION OF CONTRACT

1. Award of Contract

The award of the contract, if it is awarded, will be to the bidder that will dredge the largest quantity of material measured in cubic yards for a total cost that does not exceed \$620,000, and whose proposal complies with all prescribed requirements.

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

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. In the event the award is annulled, the bidder's Proposal Guaranty shall be forfeited to the District.

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 bidders' Proposal Guaranties shall be likewise forfeited to the District, and the work may then be re-advertised or may be constructed by day labor, as the Board of Commissioners may decide.

5. Return of Proposal Guaranties

Within ten (10) calendar days after the award of the contract, the District will return the Proposal Guaranties accompanying the bids that were not considered in making the award. All other Proposal Guaranties will be held until the contract has been executed, after which they will be returned to the respective bidders.

6. Insurance

See "Item 8: Insurance" of the Contract Agreement.

(BID PROPOSAL)

BIDDER'S SECURITY

(Attach to this page)

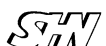
(BID PROPOSAL)

DESIGNATION OF SUBCONTRACTORS

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.

[illegible]

| | |
|------------------|--|
| 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 Boatyard and Woodley Island Marina

(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 Boatyard and Woodley Island Marina

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

FOR

Maintenance Dredging—Fields Landing Boatyard and Woodley Island Marina

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 15-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 and Woodley Island Marina

| Bid Schedule Humboldt Bay Harbor, Recreation, and Conservation District Maintenance Dredging–Fields Landing Boat Yard and Woodley Island Marina | | | | |
|--|-------------------------|--|-------------------|-------------------------|
| Bid Item No. | Approx. Quantity | Bid Item Description with Total Price Written in Words | Unit Price | Total Item Price |
| 1. | Lump Sum | Mobilization and Demobilization Mobilization and Demobilization fixed at (a) _____ Dollars. | | \$(g) _____ |
| 2 | (b) _____ ^b | Dredging Dredging: (c) _____ Dollars Per Cubic Yard. <u>Complete One or More of the Following</u> Dredge Material Transport and Pumping to Fields Landing Dewatering Basin (if applicable ^a)(d) _____ Dollars Per Cubic Yard. Dredge Material Transport and Pumping to Redwood Marine Terminal II Dewatering Units (if applicable ^a): (e) _____ Dollars Per Cubic Yard. Dredge Material Transport and Disposal at Humboldt Open Ocean Disposal Site (if applicable ^a): (f) _____ Dollars Per Cubic Yard. | | \$(h) _____ |
| BASE BID TOTAL | | | | \$(i) _____ |

^aThese items should be completed if applicable or marked not-applicable (NA). Bidder has the option to dispose of dredged material at Fields Landing Boat Yard Dewatering Unit, Redwood Marine Terminal II Dewatering Units and/or at Humboldt Open Ocean Disposal Site.

^bContract will be awarded to the bidder that will dredge the maximum quantity of material (item *b*) measured in cubic yards for a cost not to exceed \$620,000 (item *i*).

TOTAL BASE BID AMOUNT IN NUMBERS: \$ _____

TOTAL BASE BID AMOUNT IN WORDS:

Stand-by time at \$ _____ per hour.



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 WOODLEY ISLAND MARINA MAINTENANCE DREDGING

This CONTRACT is made and entered into this _____ () day of _____ 2019, 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. Total compensation shall not exceed \$620,000.
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. However, extension would need to be approved by regulatory agencies in addition to the District. 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. It is understood that the coverage may not specifically be named United States Longshore and Harbor Workers' Compensation Act insurance and/ or Jones Act Insurance. In order to insure compliance, Contractor shall supply documentation from the insurance carrier that the coverage is in compliance with the United States Longshore and Harbor Workers' Compensation Act and Jones Act.

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.
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 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 Director

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 Officer

Signature: _____

Date: _____

Board of Commissioners, Board President

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)

| CERTIFICATE OF INSURANCE THE HUMBOLDT BAY HARBOR, RECREATION & CONSERVATION DISTRICT, CALIFORNIA | | | | | ISSUE DATE (MM/DD/YY) | | | | | | | | | |
|---|---|---------------|--|---|---|---------------------|-------|---------------|--|----------------------|--|-----------------------|--|--|
| PRODUCER | | | THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. INSURERS AFFORDING COVERAGE: BEST'S RATING INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ | | | | | | | | | | | |
| INSURED | | | | | | | | | | | | | | |
| 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 | | | | | | | | | |
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <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. \$ | | | | | | | | | |
| | AUTOMOBILE LIABILITY <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 \$ | | | | | | | | | |
| | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION | | | | EACH OCCURRENCE \$ AGGREGATE \$ | | | | | | | | | |
| | WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERS/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below. | | | | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">WC STATUTORY LIMITS</td> <td style="width: 40%;">OTHER</td> </tr> <tr> <td colspan="2">EACH ACCIDENT</td> </tr> <tr> <td colspan="2">DISEASE-POLICY LIMIT</td> </tr> <tr> <td colspan="2">DISEASE-EACH EMPLOYEE</td> </tr> </table> | WC STATUTORY LIMITS | OTHER | EACH ACCIDENT | | DISEASE-POLICY LIMIT | | DISEASE-EACH EMPLOYEE | | |
| WC STATUTORY LIMITS | OTHER | | | | | | | | | | | | | |
| EACH ACCIDENT | | | | | | | | | | | | | | |
| DISEASE-POLICY LIMIT | | | | | | | | | | | | | | |
| DISEASE-EACH EMPLOYEE | | | | | | | | | | | | | | |
| | PROPERTY INSURANCE <input type="checkbox"/> COURSE OF CONSTRUCTION | | | | AMOUNT OF INSURANCE \$ | | | | | | | | | |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS | | | | | | | | | | | | | | |
| THE FOLLOWING PROVISIONS APPLY: 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. | | | | | | | | | | | | | | |
| CERTIFICATE HOLDER/ADDITIONAL INSURED The Humboldt Bay Harbor, Recreation & Conservation District, 601 Startare Drive, Eureka, CA 95501 | | | | AUTHORIZED REPRESENTATIVE SIGNATURE _____ TITLE _____ PHONE NO. _____ | | | | | | | | | | |

Rev. 6/08

SN

(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)

SN

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

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 Boatyard and Woodley Island Marina

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 Boatyard and Woodley Island Marina

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–Woodley Island Marina

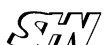
AND WHEREAS, said Principal is required under the terms of said contract to furnish a bond for correction of deficiencies during the specified guaranty period;

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



Contract Documents

Technical Specifications

Section 02 48 20

Dredging and Disposal

PART 1—GENERAL

1.01 WORK INCLUDED

- A. 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 Humboldt Bay Harbor, Recreation and Conservation District (District) Woodley Island Marina and Fields Landing Boat Yard. The quantity of dredging will be determined based on the winning bid. The locations of dredging will be determined by the District in consultation with the Contractor. There are various dredged material disposal options and dredging locations at Woodley Island Marina will be prioritized. The District encourages Contractor's to determine methods, equipment and dredging locations that maximize the quantity of dredged material that can be removed at Woodley Island Marina within the not to exceed cost of \$620,000. Table 1 is a draft site prioritization. The appendices include project descriptions previously permitted and project description amendments that are currently in the permitting process. The appendices also include a description of which project components are the Contractor's responsibility versus the District's.

1.02 MOBILIZATION AND DEMOBILIZATION

- A. 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 slurry pumping to dewatering units; and maintaining dredging plant and equipment in working condition at the job site during the dredging period.
- B. 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.

1.03 SEQUENCE OF WORK

- A. Prior to initiation of work, the District must approve, in writing, the Contractor's proposed sequence of dredging work. Changes to the proposed sequence may be made only with the District's written approval.
- B. The District reserves the right to make reasonable changes in the Sequence of Work at no extra cost to the District.

1.04 RELATED DOCUMENTS

- A. Section 01 10 00–Summary of Work
- B. Section 01 22 00–Measurement and Payment

1.05 SUBMITTALS

- A. Within seven (7) calendar days following Notice of Award, the Contractor shall submit the following submittals to the District for review and comment. The District will review and forward the documents to the U.S. Army Corps of Engineers 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.

- 1. **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. U.S. Army Corps of Engineers permit and other applicable permits numbers (A copy of all existing District provided permits is contained in the Appendices of these Contract Documents. Other District provided permits are expected to be received by August 14, 2019).
 - b. Episode number: This is the first dredging episode to be issued under a new U.S. Army Corps of Engineers permit.
 - 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 (to be provide by District), dredging start date, dredging finish date and post-dredge survey date (to be provided by District)).
 - 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 the Humboldt Open Ocean Disposal Site (HOODS) and/or pump to upland dewatering sites.
 - 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.

- l. A copy of the Notice to Mariners.
 - m. Any and all other information required by the U.S. Army Corps of Engineers for approval of the Dredging Operations Plan.
2. **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 the 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.
 3. Disposal at HOODS: For disposal of material at HOODS, the Contractor shall follow the requirements in EPA Standard Ocean Disposal Conditions for HOODS in the attached appendices.
 4. Dredge Operations Daily Reports: The Contractor will be required to prepare and maintain a daily report of operations and furnish a copy thereof to the District. Forms to be used shall be developed by the Contractor and accepted by the District prior to start of work. Copies of the daily reports shall be provided to the 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 the District's possession.
 5. Vessel Traffic Control Log. The Contractor shall submit a copy of the Vessel Traffic Control Log to the District on a weekly basis.
 6. 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.

1.06 SITE CONDITIONS

- A. The material to be removed is the material which composes the shoaling that has occurred since the areas 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.
- B. The records of previous maintenance dredging for the Woodley Island Marina are available for inspection at the U.S. Army Corps of Engineers, San Francisco District, 1455 Market Street, San Francisco, CA 94103-1398.
- C. The Contractor is responsible for contacting all agencies and utility companies having jurisdiction or services in the project area for additional information.

1.07 PERMIT REQUIREMENTS

- A. All dredging shall conform to the requirements of applicable codes, ordinances and requirements of local, state, and federal agencies for dredging.
- B. All District provided permits are expected to be obtained by August 14, 2019. District provided permits will include Clean Water Act Section 401 Certification, Clean Water Act Section 404 Permit (Army Corps Permit) and Coastal Act Coastal Development Permit. The Contractor shall be responsible for obtaining any other required permits.
- C. The Contractor shall be prepared for and allow for U.S. Army Corps of Engineers, Regional Water Quality Control Board, State Department of Fish and Wildlife, NOAA Fisheries, and/or other regulatory agencies inspection at any time during dredging operations.

PART 2—PRODUCTS

(Not Used)

PART 3—EXECUTION

3.01 GENERAL

- A. Contractor shall excavate and dredge to the amounts determined by the bid or as directed by the District. The District will designate the order of dredging operations, beginning with 1,200 cy of dredging at Fields Landing Boat Yard and continuing to fairways at Woodley Island Marina. Only fairways (open areas between docks and slips) will be dredged, not boat slips. Priority order for dredging fairways at Woodley Island Marina are shown in Table 1, but the District may modify the priorities. It is recognized that bids may not allow for dredging of all the material shown in Table 1. 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 the District at the Contractor's expense.

Table 1. Dredging priorities at Woodley Island Marina.

| Site and Priority Order with First Priorities at the Top of the List | Estimated Volume of Dredged Material (cubic yards) based on 2018 soundings |
|---|---|
| Fairway Between Docks D-E | 3,420 |
| Fairway Between Docks E-F | 3,878 |
| Fairway Between Docks F-G | 5,030 |
| Fairway Between Docks G-H | 2,195 |
| Fairway Between Docks H-I | 1,616 |
| East of I Dock | 1,176 |
| Fairway Between Docks C-D | 2,363 |
| Fairway Between Docks B-C | 4,584 |
| Fairway Between Docks A-B | 3,441 |
| Dock F End Tie | 1,505 |
| Fairway Between Breakwater and Dock A | 1,475 |
| West of Breakwater | 670 |

¹As described in Section 1.01, the District and Contractors will determine dredging priorities. For example, it may be more efficient to only dredge parts of fairways nearest to the federal navigation channel.

²District reserves the right to negotiate with the contractor a contract amendment to dredge up to the amount of material in Table 1.

- B. All material that sloughs into dredged areas from outside the dredging limits shall, prior to acceptance and at no additional cost to the District, be removed to the required dredge limits.
- C. Dredging operations shall be conducted using equipment and procedures designed to minimize water turbidity.
- D. The Contractor shall comply with all permit conditions, as set forth in the permits, regarding the slurring of dredged material prior to disposal.
- E. 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.
- F. 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).

3.02 DISPOSAL OF DREDGED MATERIAL

- A. Unless noted or specified otherwise, one hundred percent (100%) of dredge material shall be transported from the dredge site and disposed of at the Humboldt Open Ocean Disposal Site (HOODS), Fields Landing Boatyard and/or Redwood Marine Terminal II. For disposal operations at HOODS, Contractor shall read attached Appendix, EPA Standard Conditions for Disposal at HOODS.

For disposal at Fields Landing Boatyard or Redwood Marine Terminal II, water will be pumped into the hopper to reslurry the dredged material and then the material will be pumped to dewatering units. Responsibility for this process is as follows:

- **Pumping of bay water to reslurry dredged material.** District shall provide a fish protection screen for the water intake to be placed in. Contractor will provide all other equipment (e.g., power, pump(s), valves, nozzles, piping, etc.) to pump water to the hopper.
 - **Pumping of dredge slurry to dewatering units.** District shall provide dewatering units and piping from the end of the Redwood Marine Terminal II dock to the dewatering units and from the end of the Fields Landing Travel Lift dock fingers to the dewatering units. Contractor shall provide any other required equipment including power, pump(s), couplers, etc. Contractor shall conduct the pumping of the dredge slurry to the dewatering units.
 - **Return of decant water to the bay.** Contractor will not be responsible for any aspect of the return of the decant water to the bay.
- B. 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 U.S. Army Corps of Engineers, with copy to the District. Electronic positioning records shall conform to all requirements in effect at the time of dredging, as set forth in the U.S. Army Corps of Engineers Permit.
- C. The Contractor shall comply with all permit conditions, as set forth in the permits, regarding overflow requirements.
- D. Misplaced Material: 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 the 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 the District, shall be re-dredged or retrieved and disposed as directed by the District, at the Contractor's expense.

3.03 DREDGING OPERATIONS

- A. Excavate the channel material within the required dredging limits as determined by the District, but not to exceed the volume described in the bid document. The first 1,200 cy shall be dredged at Fields Landing Boat Yard and the remainder at Woodley Island Marina in locations determined by the District as guided by the priorities shown in Table 1.

3.04 OVERDEPTH AND SIDE SLOPES

- A. Overdepth: Horizontal plane overdepth allowance shall be 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. However, total compensation shall not exceed the bid amount unless approved by the District.

- B. Side Slopes
 - 1. Material actually removed within limits of dredging on the side slopes will be measured and paid for at the Contract unit price. However, total compensation shall not exceed the bid amount unless approved by the District.
 - 2. 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 the District. End slopes, where indicated on the Contract Drawings, shall be treated in the same manner as side slopes.
 - 3. Measurement for payment will be to the limits of dredging as shown on the Contract Drawings.
- C. Excessive Dredging: Material taken from beyond the allowable overdepth set forth in subparagraphs "Overdepth" and "Side Slopes" above, will not be paid for.

3.05 EQUIPMENT

- A. Dredging equipment shall be limited to clam shell bucket, excavator, or alternate method approved by the Executive Director. Suction dredge equipment shall not be allowed for this Project.
- B. 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.
- C. 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.
- D. If a pump(s) is used to pump dredge slurry to dewatering unit(s), the Contractor shall make all arrangements and pay all costs associated with installing, removing and operating the pump(s).
- E. If a diesel dredge, pumps or generator is to be used, Contractor shall observe all applicable standards and regulations regarding air quality emissions and fueling of dredge and other attendant plant.
- F. 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.
- G. The 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 the 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's, to the 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.

- H. 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 the 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 the District. Should the Contractor refuse, neglect or delay compliance with the above requirements, such obstructions may be removed by the District, and the cost of such removal may be deducted from any money due or become due to the Contractor.

3.06 SURVEYS

- A. Surveys are not part of this solicitation. Pre- and post-dredge surveys will be conducted by the District or a District contractor.

3.07 SCHEDULE

- A. The schedule for the dredging work may be subject to regulatory dredging "windows"; these will be described in the U.S. Army Corps of Engineers permit, if applicable, and shall be adhered to by the Contractor. It is expected that dredging work window will be between July 1 - October 15. Dredging of Fields Landing must occur prior to October 15, 2019. Due to the short duration of time available in 2019, dredging of Woodley Island Marina may occur during the 2019 or 2020 work windows. It is encouraged to be completed in 2019.

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

Section 01 10 00 Summary of Work

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. 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.

1.02 WORK COVERED BY THE CONTRACT DOCUMENTS

- A. Description. 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 with excavator or crane, of all areas described by the Contract Documents. Prior to initiation of dredging activities, contractor is to attend a pre-construction meeting at Woodley Island with the HBHRCD, and the permitting agencies if available to review the permit conditions of approval. HBHRCD be responsible for and will contract pre- and post- hydrographic surveys separately. Contractor to review information from pre-dredge hydrographic survey with HBHRCD to confirm dredge location, volumes and schedule. Work must be completed by October 15, 2019 unless extended by District and other regulatory agencies.
- B. Location of Project. Project is located at the Woodley Island Marina in Eureka, California and encompasses the area 100 feet west of Warf 1 to 100 feet east of Warf I and 50 feet south of the wharf to Woodley Island to the north as shown on the Plans, and Fields Landing Boat Yard encompasses the area located within the finger dock to the main channel as shown on the Plans.

1.03 WORK RESTRICTIONS

- A. Access: Access shall be shared access with the access required by District Tenant's and other Contractors in connection with activities being performed by other District Tenant's and 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 all permits obtained at the time of the work, including requirements of the Permits listed in Paragraph 1.05 "PERMITS" and U.S. Coast Guard. There are permits that have not yet been obtained. It is expected that all permits will be obtained by August 14, 2019.
- B. Notification: Contractor to notify HBHRCD a minimum of 72 hours prior to dredging. HBHRCD will be responsible for notifying boat owners and clearing sites prior to dredging activities as needed.

1.04 SPECIAL CONDITIONS AND RESTRICTIONS PERTAINING TO WORK

- A. Contractor shall attend a mandatory preconstruction meeting with HBHRCD and permitting agencies as available to review permit conditions.
- B. 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.
- C. Contractor will not be compensated for materials removed beyond limits of dredging or greater than one foot of overdraft.

1.05 PERMITS

- A. The Contractor will be 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, a California Coastal Commission Coastal Development Permit and standard conditions for use of HOODS. Obtained permits and permit amendments as of the time of this solicitation are included in the Appendices to these Contract Documents. It is expected that all permits will be acquired by August 14, 2019. The Project is exempt from the California Environmental Quality Act (CEQA).
- B. 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 the District which are issued in connection with the issuance of the Environmental Permits.
- C. 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.

1.06 GEOTECHNICAL/PARTICLE SIZE INFORMATION

- A. Particle-size information was obtained from dredged material samples collected within the District's Woodley Island Marina in January, 2017 and Fields Landing Boat Yard in August, 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 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 the District.

End of Section

Section 01 22 00 Measurement and Payment

PART 1 GENERAL

1.01 General:

- A. Unless otherwise specified in other individual sections of these Specifications, quantities of work shall be determined from measurements or dimensions in horizontal planes.
- B. Units of measurement shall be in accordance with U.S. Standard Measures.
- C. Materials and unit price items of work that are to be paid for on a measurement basis in accordance with Part 2 of this section.

1.02 Lump Sum Price Breakdown:

- A. 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.
- B. Only work items of value to the Owner 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.

PART 2 PRODUCTS

2.01 General:

- A. All work shall be completed and placed in compliance with the Plans and Specifications, and as directed by the Engineer.

2.02 Measurement and Payment Items:

A. Bid items are defined and measured as follows:

Item 1. Mobilization and Demobilization.

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. Dredging.

1. Measurement: All dredge areas found to be in compliance with the contract requirements, as verified by the 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 Paragraph "3.04: Overdepth and Side Slopes," of "Section 02 48 20: Dredging and Disposal" as measured by the in situ cubic yard based on the difference between pre- and post-dredge surveys performed by the District or District Contractor. However, in no case will compensation exceed the bid price unless pre-approved by the District.
2. Contract drawings (Appendix A) show the proposed dredging elevation and 2014 existing ground surface. Raw 2018 ground surface data is now available and can be provided by the District upon request. The depths shown thereon shall be verified and corrected by soundings taken by the HBHRCD or HBHRCD 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 the District immediately before proceeding further.
3. Monthly Partial Payment less retainage will be based on approximate quantities determined by soundings taken from completed dredged areas. 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.
4. 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 Fields Landing Boat Yard, Redwood Marine Terminal 2 and/or HOODS of all materials above project depth, including

overdepth and materials removed from side slopes in accordance with the drawings and these specifications. In no case will compensation exceed the bid price unless pre-approved by the District.

END OF SECTION

Project Plans

A

HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT

MAINTENANCE DREDGING

EUREKA, CALIFORNIA

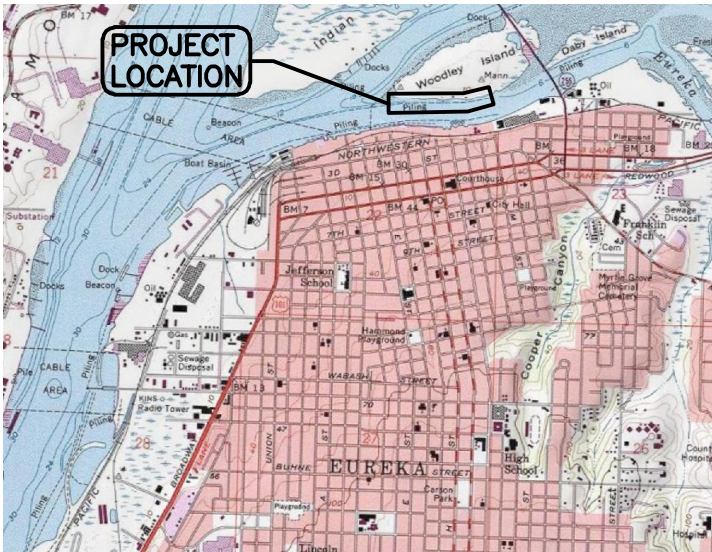
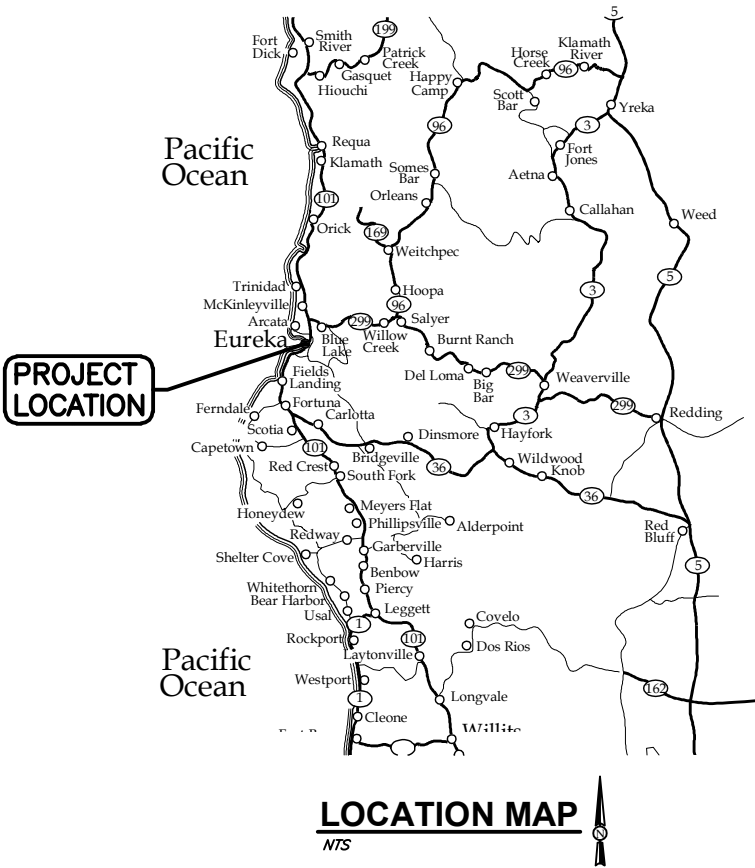
PREPARED BY:



AUGUST 2018

INDEX OF SHEETS

| SEQ | SHEET | TITLE |
|-----|-------|---|
| 1 | G-1 | COVER |
| 2 | C-1 | WOODLEY ISLAND LIMITS OF WORK |
| 3 | C-2 | WOODLEY ISLAND DREDGING PLAN AND PROFILE |
| 4 | C-3 | WOODLEY ISLAND DREDGING SECTIONS |
| 5 | C-4 | FIELDS LANDING BOAT LIFT DOCK ALTERNATE BID |



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CONSULTING ENGINEERS & GEOLOGISTS, INC.
WWW.SH-ENGR.COM
812 W. WABASH AVE.
EUREKA, CA 95501
707-441-8855

SHW

BY
REVISION
DATE
NO.

DSGN CUL
OR CUL/CDN
CHK MKF
APVD

HBHRCD
DREDGING MAINTENANCE
EUREKA, CALIFORNIA
COVER

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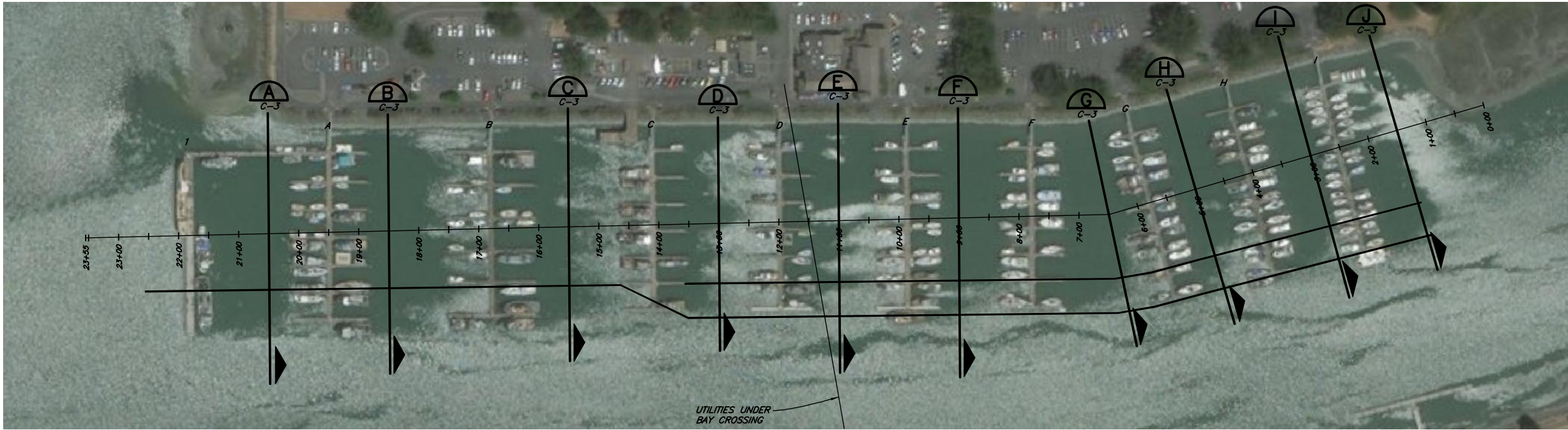


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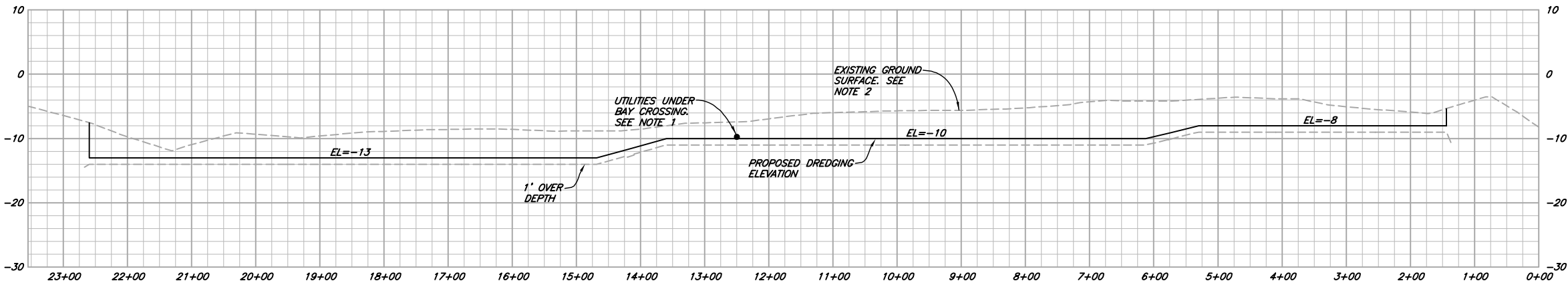


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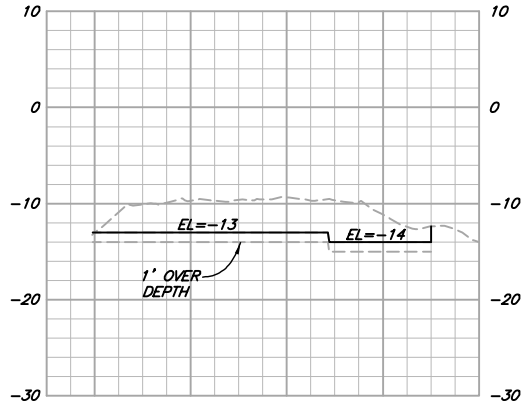
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- NOTES:
- Existing ground surface elevations based on SHN 2014 hydrographic survey. Raw 2018 data is available upon request from the District.

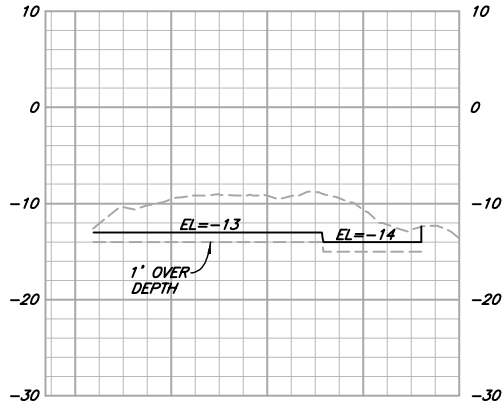


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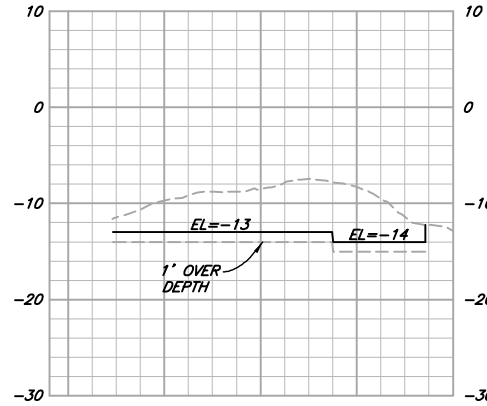
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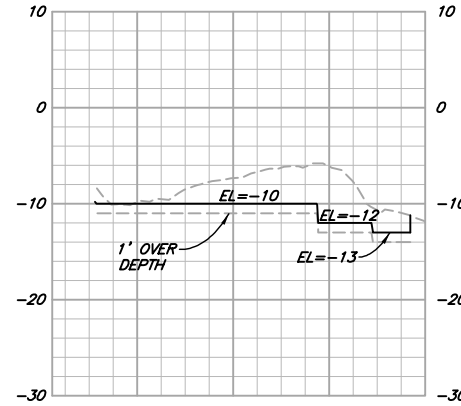
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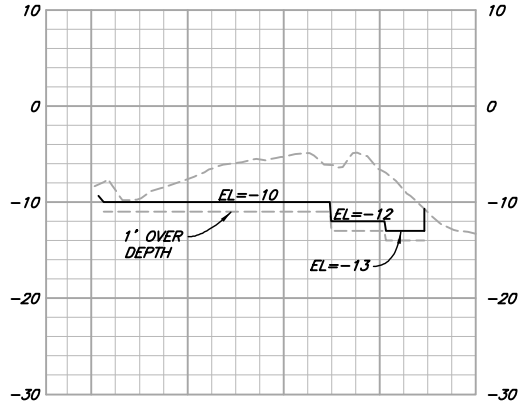
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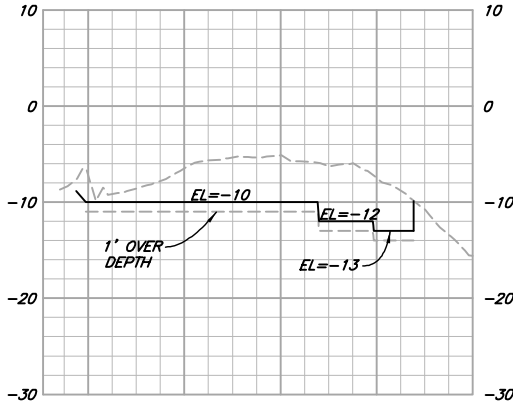
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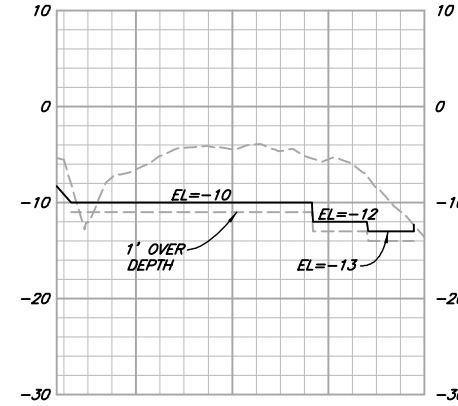
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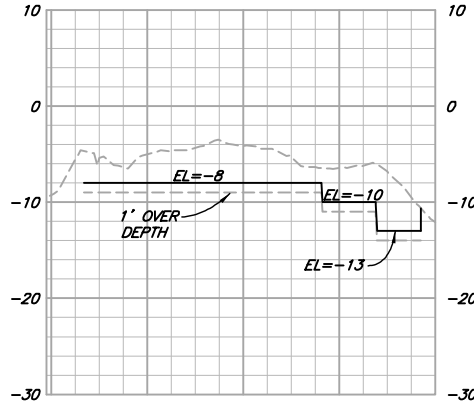
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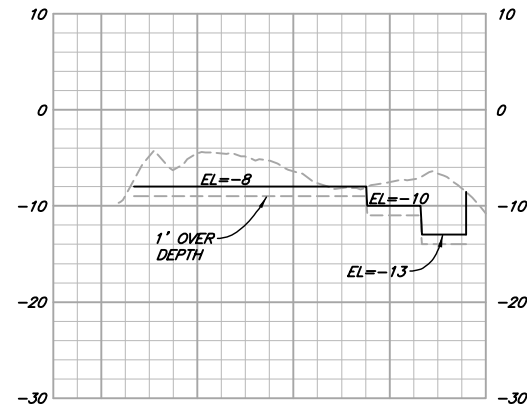
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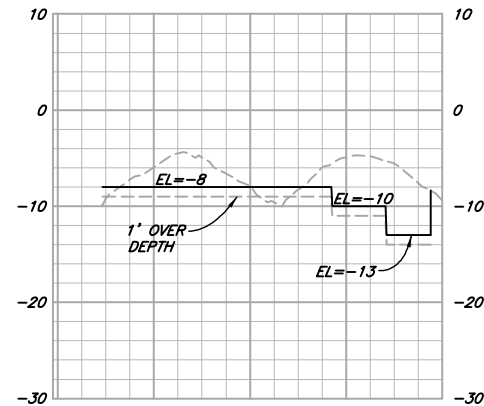
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C-2



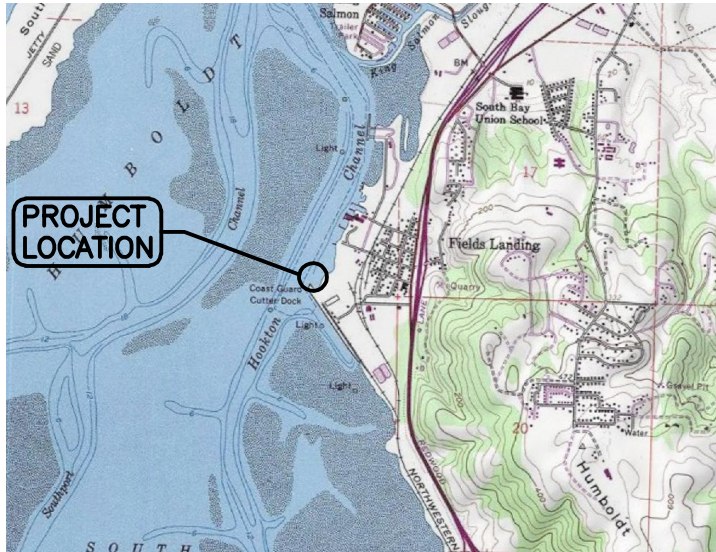
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NOTES:
1. Existing ground surface elevations based on SHN 2014 hydrographic survey. Raw 2018 data is available upon request from the District.

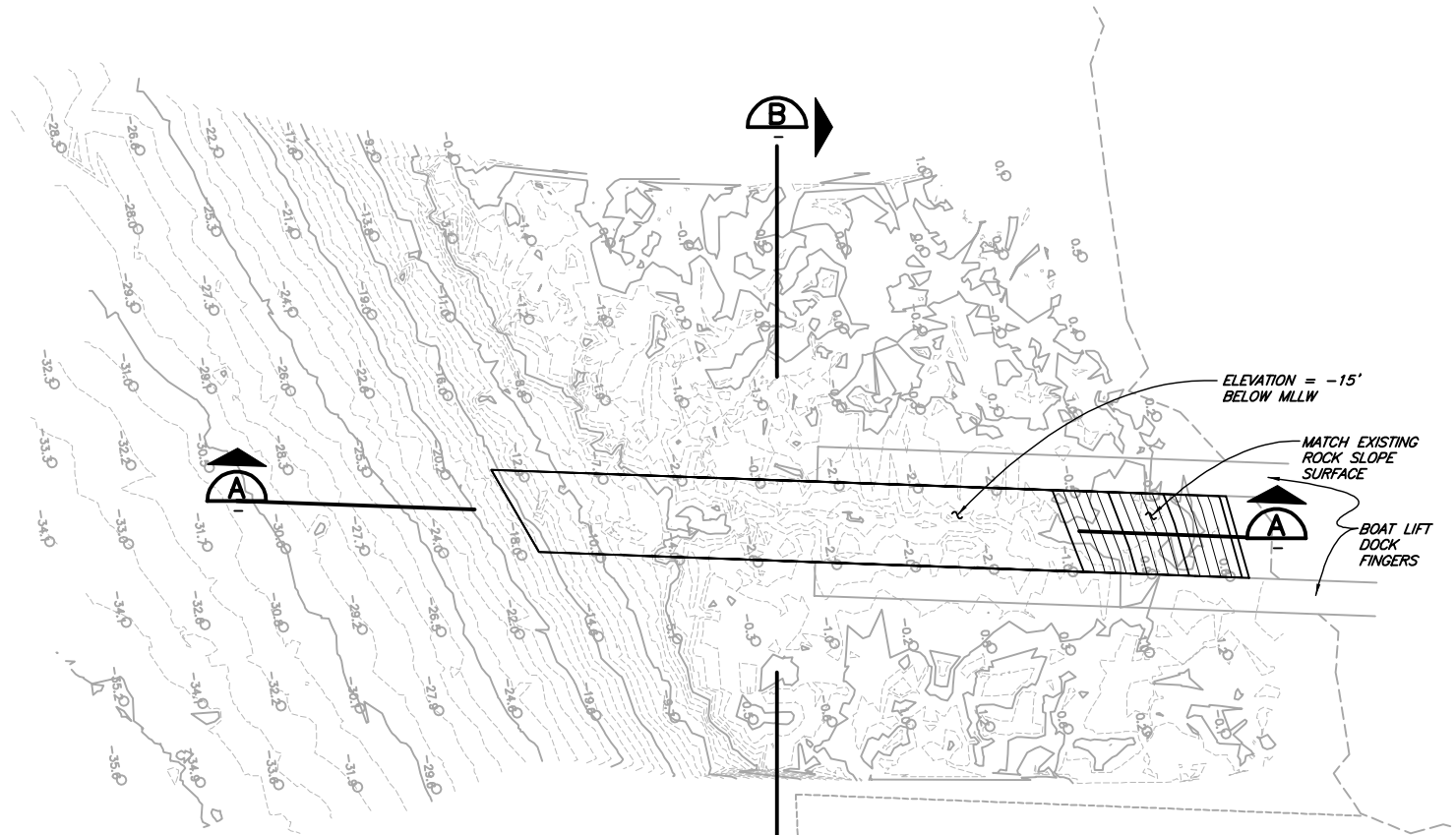


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| DR CJL/CDN | REVISION |
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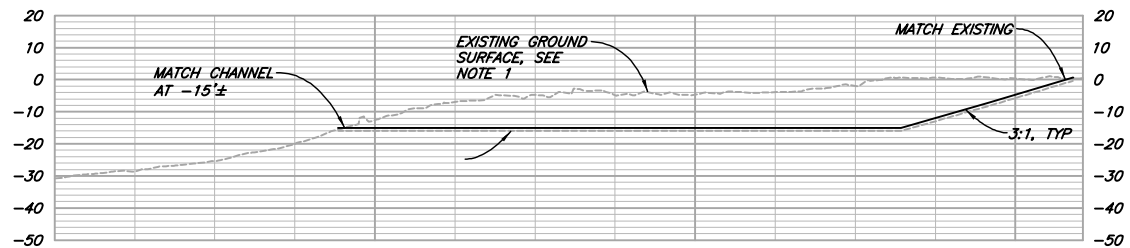
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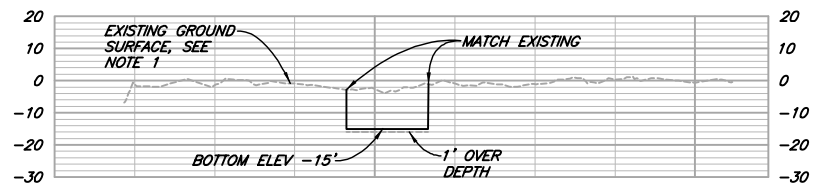
VICINITY MAP
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PLAN
1"=30'




SECTION A
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SECTION B
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- NOTES:
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| FIELD'S LANDING BOAT LIFT DOCK ALTERNATE BID | | | DSGN | C/JL | | | | | |  CONSULTING ENGINEERS & GEOLOGISTS, INC. 812 W. WABASH AVE. EUREKA, CA. 95501 WWW.SHN-ENGR.COM 707-441-8655 | VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING 0 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY | |
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| PROJ. NO. <i>016240.020</i> | | | | | | | | | | | | |

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: shinfo@shn-engr.com

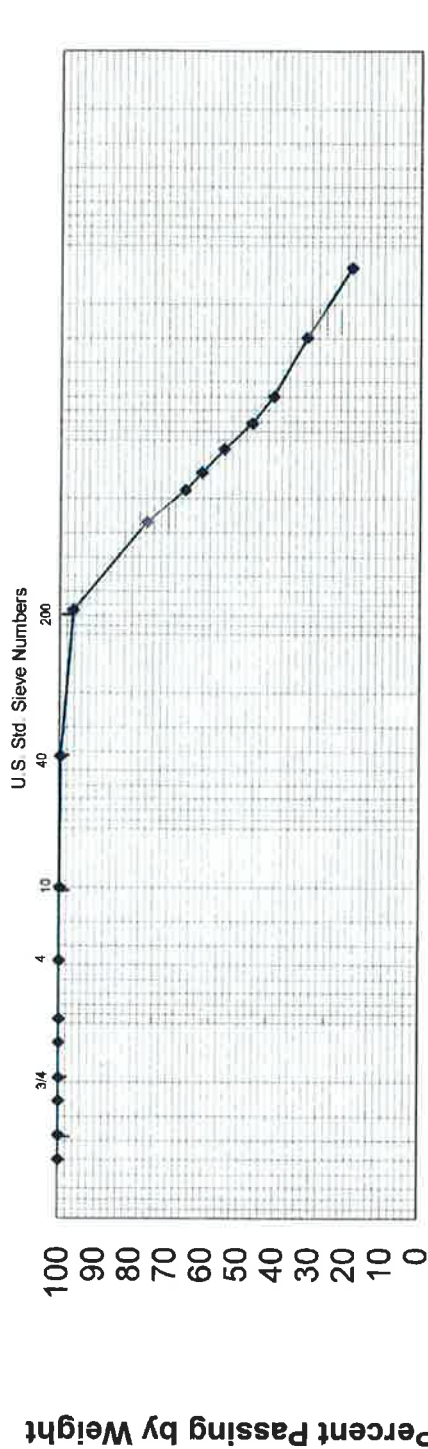
Particle Size Analysis (ASTM D422)

Project Name: Woodley Island Marina
Boring ID: --
Sample Depth: --
Sample Number: WIM-A

Project Number: 016240.021
Lab #: 17-059
Checked By: D.A.
Date: 2-9-17

| 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 | 0.0265 | 0.0181 | 0.0147 | 0.0082 | 0.0030 |
| PERCENT PASSING | 100.0 | 100.0 | 100.0 | 100.0 | 100.0 | 100.0 | 100.0 | 100.0 | 99.8 | 96.5 | 76.1 | 65.2 | 60.5 | 46.6 | 31.4 |
| | | | | | | | | | | | | | | 40.6 | 19.0 |

Gradation Test Results



| GRAVEL | | | SAND | | | SILT | | CLAY | |
|--------|--|--|------|--|--|--------|--|--------|--|
| Coarse | | | Fine | | | Coarse | | Medium | |
| | | | | | | | | | |

% Gravel 0.0 % Sand 3.5 % Silt 70.9 % Clay 25.6



CONSULTING ENGINEERS & GEOLOGISTS, INC.

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

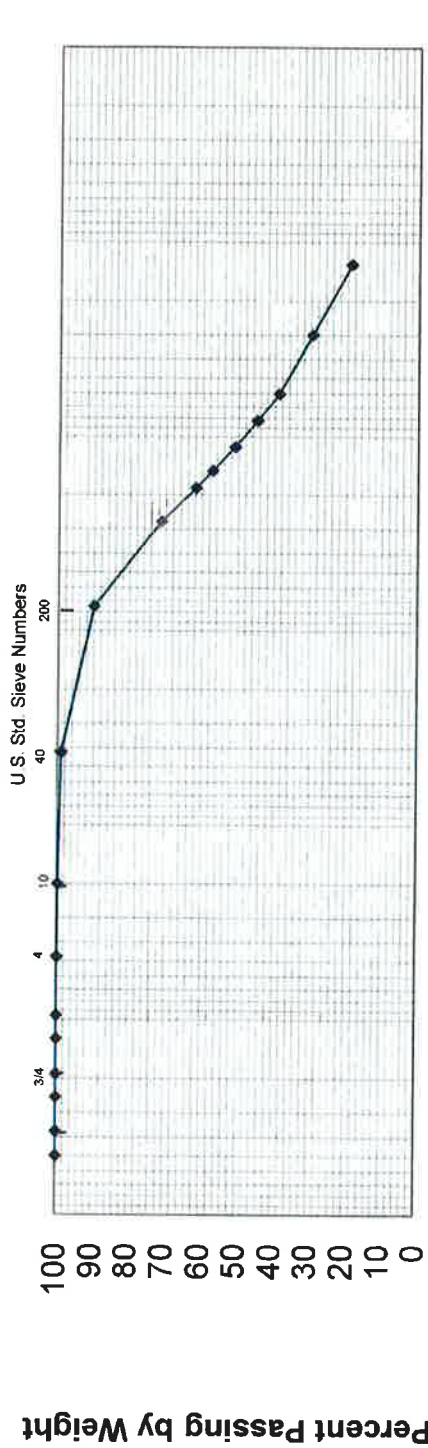
Particle Size Analysis (ASTM D422)

Project Name: Woodley Island Marina
Boring ID: --
Sample Depth: --
Sample Number: WIM-B

Project Number: 016240.021
Lab #: 17-060
Checked By: *SB*
Date: 2.9.17

| 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 | 0.0274 | 0.0184 | 0.0150 | 0.0113 | 0.0083 | 0.0060 | 0.0030 |
| PERCENT PASSING | 100.0 | 100.0 | 100.0 | 100.0 | 100.0 | 100.0 | 100.0 | 99.9 | 99.1 | 90.1 | 71.3 | 61.9 | 57.3 | 51.0 | 45.0 | 38.9 | 29.7 |
| | | | | | | | | | | | | | | | | | 19.0 |

Gradation Test Results





CONSULTING ENGINEERS & GEOLOGISTS, INC.

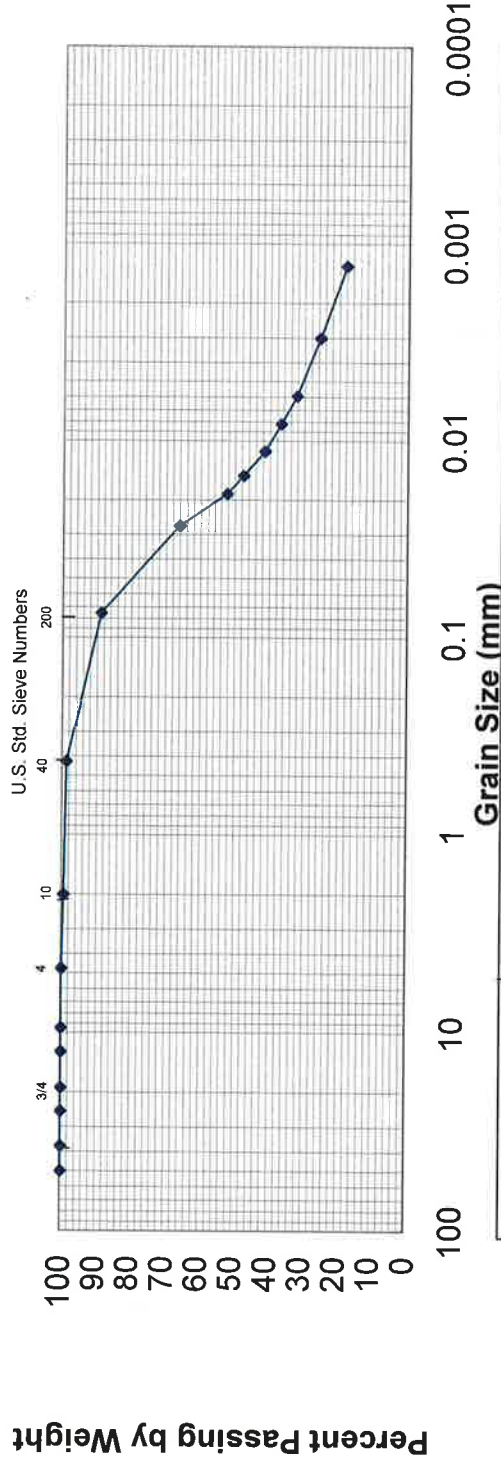
812 W. Wabash Eureka, CA 95501-2138 Tel: 707/441-8855 Fax: 707/441-8877 E-mail: shninfo@shn-engr.com

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 | 0.0271 | 0.0186 | 0.0151 | 0.0113 | 0.0082 | 0.0059 |
| 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 | 37.0 | 32.4 |
| | | | | | | | | | | | | | | | | 25.6 |
| | | | | | | | | | | | | | | | | 18.1 |

Gradation Test Results



**EPA Ocean Disposal
Special Conditions**

C

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, [available here](#)) as well as these specific conditions. (In the event of any contradictions, these conditions prevail.)
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 occur 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:** Disposal may only occur in certain interior cells of the HOODS (refer to attached schematics of the HOODS, and to Condition 5, below). **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, for this project disposal events shall occur only over the northeast and northwest slopes of the existing mound. Specifically, as shown on the attached schematics, **all disposal events must occur within the area comprised of the NW half of cells B2, C2, D2, and E2; the SE 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 dumps should be disposed in alternating sides of this area (e.g., over the north slope of the mound, and then over the west slope of the mound) to the extent weather and sea conditions allow for safe operation and for the disposal vessel to be kept inside the allowed area for the duration of the disposal event. (Note, this does not mean that any single disposal event cannot discharge material over both the north and west slopes, as long as the discharge occurs fully within the overall allowable disposal area.)
6. **Disposal vessel tracking and instrumentation:** 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:** “E-mail alerts” regarding any degree of apparent dumping outside the allowable disposal cells at HOODS, and regarding any apparent substantial leakage/spillage or other loss of material en route to the HOODS, must be sent within 24 hours of the City or its dredging contractor becoming aware of the apparent issue, to Brian Ross (ross.brian@epa.gov) and Allan Ota (ota.allan@epa.gov) at EPA Region IX, to your San Francisco District USACE permit manager, and to Mark Delaplaine at the California Coastal Commission (mdelaplaine@coastal.ca.gov). 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. **Monthly reports:** In addition to any alerts pursuant to Condition 7 above, data recorded from the disposal tracking system must be provided to EPA Region IX, and the San Francisco District USACE at minimum on a monthly 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 allowable internal disposal cells. The monthly 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. **Post-Disposal Bathymetric Survey of HOODS:** A post-disposal bathymetric survey of the HOODS, extending at least 500 feet outside the site boundaries in all directions, shall be conducted within 45 days of completion of disposal operations, and provided to EPA Region IX within 20 days of completion. (NOTE: EPA is waiving this condition for the 2017 City of Eureka dredging project.)

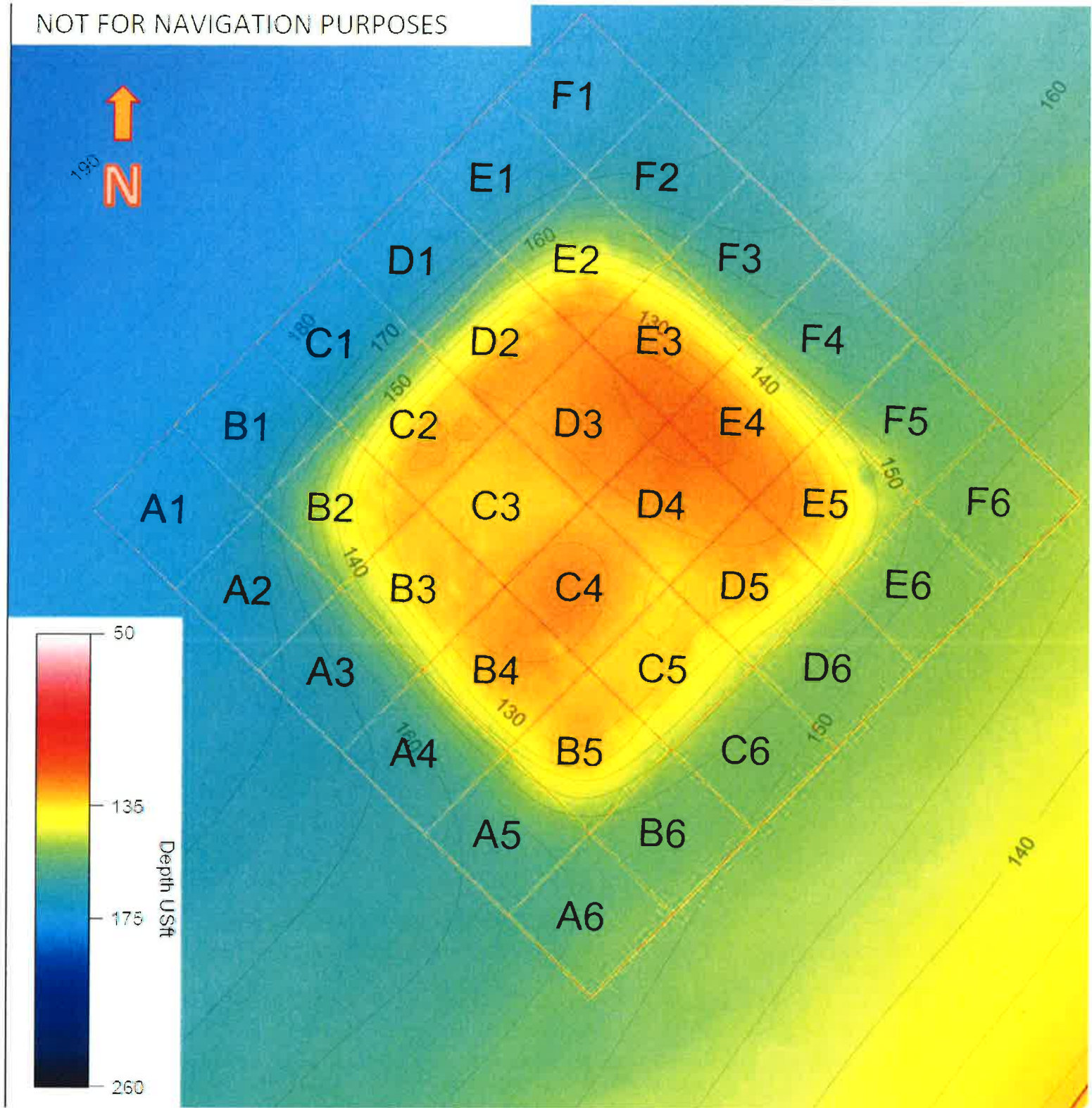
Additional Project-Specific Condition for use of HOODS:

EPA has determined that, for the 2017 City of Eureka maintenance dredging project, the following additional project-specific condition is necessary to prevent potential harm to the environment and to comply with the ocean disposal criteria at 40 CFR Part 227 (specifically applicable parts of sub-part B and all of sub-parts C, D, E, and G):

10. **Pre-construction conference:** This is the first ocean disposal operation at HOODS carried out by the City in many years, and these restrictions and limitations on disposal operations at HOODS have been updated substantially. EPA therefore requires that the City and its prime dredging contractor participate in a pre-construction conference with EPA and USACE. The purpose of the conference, which may be conducted by phone, is to ensure that all of EPA’s ocean disposal conditions are fully understood. Please contact Brian Ross or Allan Ota at EPA, and the USACE permit manager, to arrange this conference in advance of initiation of any dredging and ocean disposal operations.

ALSO SEE ATTACHED FIGURES (2)

-end-

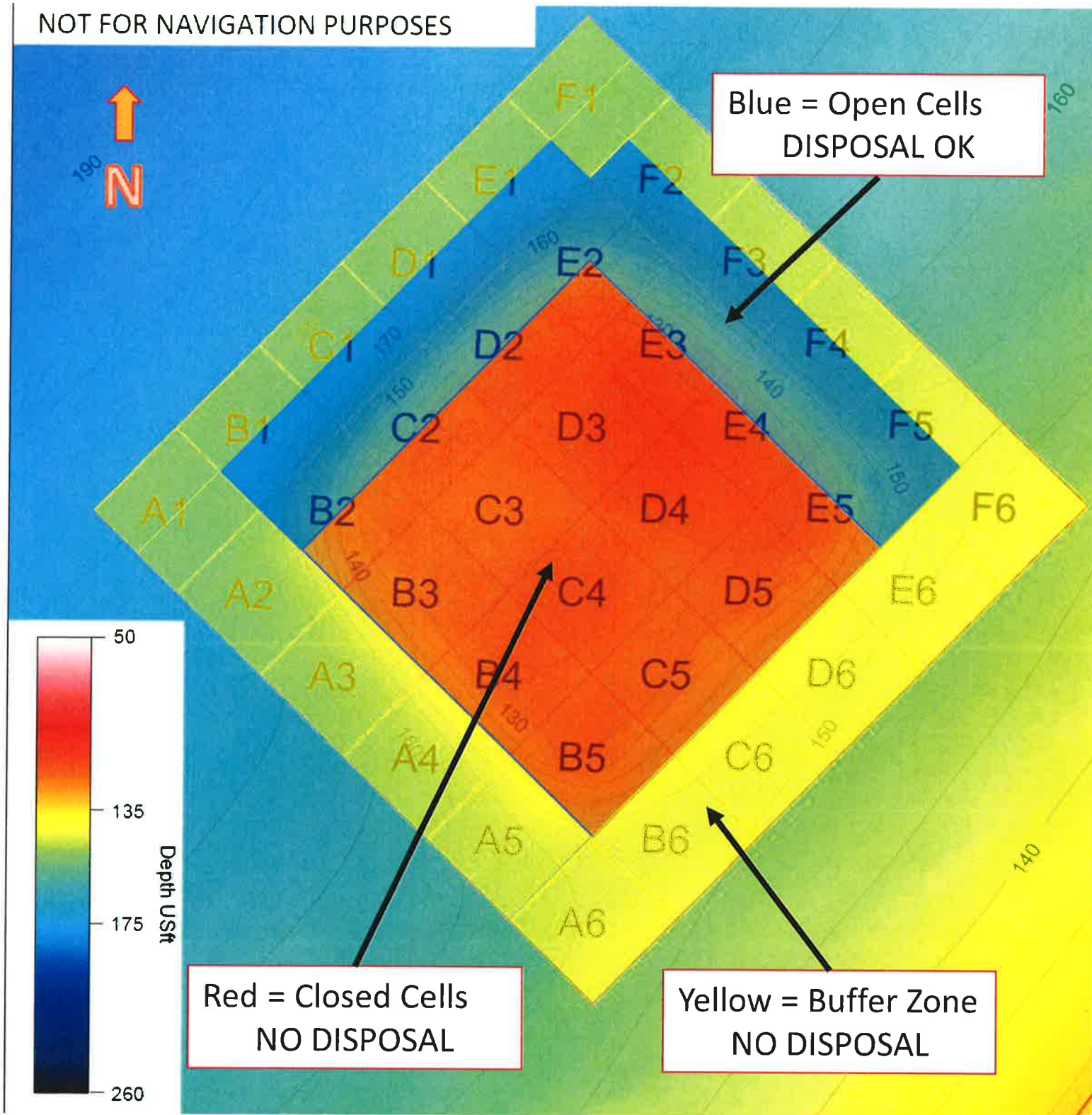


Humboldt Open Ocean Disposal Site: Cell layout base map with 8/2014 bathymetry

Allowable disposal cells for 2017 are all on the SLOPES of the mound, as shown on the next page.

They include:

- the NW half of cells B2, C2, D2, and E2;
- the SE 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.



Humboldt Open Ocean Disposal Site: Allowable Disposal Cells for 2017

Allowable disposal cells for 2017 are on the NW and NE SLOPES of the mound ONLY.

BLUE shading indicates allowable disposal area, including:

- the NW half of cells B2, C2, D2, and E2;
- the SE 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.

YELLOW shading indicates Buffer Zone cells – NO DISPOSAL allowed

RED shading indicates cells closed due to mounding – NO DISPOSAL allowed

**Existing Permit and
CEQA Notice of
Exemption**

D

North Coast Regional Water Quality Control Board

May 31, 2019

Humboldt Bay Harbor, Recreation, and Conservation District
Attn: Larry Oetker
601 Startare Drive
Eureka, CA 95501
loetker@humbolddbay.org

Dear Mr. Oetker:

Subject: Amendment to the Federal Clean Water Act, Section 401, Water Quality Certification for the Fields Landing Boat Yard: Travel Lift Maintenance Dredging Project

File: Fields Landing Boat Yard: Travel Lift Maintenance Dredging Project; WDIID 1B180101WNHU; ECM PIN CW-849376

On May 14, 2019, the North Coast Regional Water Board (Regional Water Board) received a request to amend the Federal Clean Water Act, section 401, Water Quality Certification (certification) for the Fields Landing Boat Yard: Travel Lift Maintenance Dredging Project (project). We have determined that the September 26, 2018, certification may be amended to allow for an alternative to disposal. The applicant is proposing adding an option for the dewatering and reuse of resulting dredged materials if the sediment is deemed suitable. The Regional Water Board and the Applicant have worked together to develop beneficial reuse sediment testing and analysis to determine suitability criteria. This Project is an opportunity to use these criteria while maintaining disposal as an option if criteria are not met for reuse. Additions and deletions to the original certification are represented by underlined and strikethrough text, respectively:

Finding 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.

As an alternative to disposal, the Applicant proposes to sample and analyze the dredge sediment for possible beneficial reuse at an approved location. If the dredge sediment is deemed suitable for reuse at an approved location the Applicant will dewater the dredge sediment and reuse as described in the amendment. If the dredge sediment is not suitable for reuse the material will be disposed of at HOODS or an approved disposal facility. The Applicant proposes to follow the guidelines in the *Fields Landing Boat Yard – Travel Lift Maintenance Dredging Project Description Amendment*, dated May 14, 2019.

Finding 7: **Avoidance, Minimization and Mitigation for Project Impacts:** The Project includes a plan to monitor turbidity within 500 feet of dredging and / or dewatering to ensure water quality objectives are maintained. ~~during dredging and~~ If necessary, adaptive measures or Best Management Practices (BMPs) will be taken 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 or the proposed dewatering and approved reuse site. 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.

Condition 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. The Applicant proposes to follow the guidelines in

the Fields Landing Boat Yard – Travel Lift Maintenance Dredging Project Description Amendment, dated May 14, 2019. Dewatering shall be conducted as described in the amendment including adaptive measures to ensure turbidity water quality objectives are met.

I hereby issue an amendment to Finding 4, Finding 7, and Condition 1 of the Certification for the Fields Landing Boat Yard: Travel Lift Maintenance Dredging Project (WDID 1B180101WNHU; ECM PIN CW-849376) certifying that the remainder of the Water Quality Certification sections of the September 26, 2018, Order are still valid.

If you have any questions or comments, please contact Brandon Stevens at (707) 576-2377 or Brandon.Stevens@waterboards.ca.gov.

Sincerely,

Matthias St. John
Executive Officer

190530_BDS_er_Fields_Landing_Amendment

cc: State Water Resources Control Board, Stateboard401@waterboards.ca.gov
Jennifer Siu, EPA Region 9, siu.jennifer@epa.gov
Debra O’Leary, U.S. Army Corps of Engineers, debra.a.o’leary@usace.army.mil
Rebecca Garwood, CDFW, rebecca.garwood@wildlife.ca.gov
Vanessa Blodgett, Plan West Partners, vanessab@planwestpartners.com
George Williamson, districtplanner@humboldtby.org

COMMISSIONERS

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Larry Doss

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Richard Marks

5th Division

Patrick Higgins

Humboldt Bay
Harbor, Recreation and Conservation District
(707) 443-0801
P.O. Box 1030
Eureka, California 95502-1030



CALIFORNIA ENVIRONMENTAL QUALITY ACT - NOTICE OF EXEMPTION

To: County of Humboldt
County Clerk
825 5th Street
Eureka, CA 95501

From: Humboldt Bay Harbor, Recreation, and
Conservation District
601 Startare Drive
Eureka, CA 95501
districtplanner@humbolddbay.org

Project Title: Fields Landing Boat Yard & Woodley Island Marina Maintenance Dredging and Dredged Material Dewatering

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). Woodley Island Marina is on the north side of the Eureka Inner Channel, along the southwest portion of Woodley Island, within the City of Eureka. Redwood Marine Terminal II (RMT II) is located at 364 Vance Ave., Samoa, CA (APNs 401-112-011, -012, -021 and -024).

Background: In 2018 the Humboldt Bay Harbor, Recreation and Conservation District (District) received regulatory approvals for maintenance dredging at the Field's Landing Boat Yard and Woodley Island Marina. Approved dredging activities involve using an excavator and/or crane with a closed clamshell bucket and ocean disposal of dredged materials at the Humboldt Open Ocean Disposal Site (HOODS). As an alternative to ocean disposal, the District is now proposing dewatering of dredged materials for potential beneficial use. Dewatering of dredged material from Fields Landing would take place at Fields Landing or Redwood Terminal II (RMT II). Dewatering of dredged material from Woodley Island Marina would occur at Redwood Terminal II.

Project Summary:

Fields Landing Dewatering - A temporary dewatering basin would be constructed at the Field's Landing site on top of existing asphalt or concrete surfaces. The dewatering basin would be constructed with k-rails or other structures supporting an impermeable liner. The edges of the liner would be held in place with soft weights, such as sandbags. Dredged material would be transferred over land or pumped to the temporary dewatering basin. After settling to achieve enough clarity to be within 20% of the background turbidity of the bay, water would be gently let off the top through a controlled opening. A pipe would route the water to an existing storm drain inlet adjacent to the dredging area.

RMT II Dewatering - A barge containing the dredged material would be towed to the RMT II dock. An existing sea chest and pumps at the terminal would draw-in bay water and pump it directly into the hopper to reslurry the dredge material. Alternatively, a portable screened pump may be used. All bay water pumping will follow required screening standards. Dredge slurry would be pumped from the hopper to existing water clarifiers. After settling to achieve enough clarity to be within 20% of the background turbidity of the bay, water would be gently let off the top through a

controlled opening. A pipe would route the water to an existing storm drain inlet adjacent to the RMT II dock.

Before discharging to the bay at either location, the water would be filtered through baffles, pipe filter socks, and/or drop inlet filters. During discharge to Humboldt Bay, bay water and decant water turbidity would be monitored using a handheld turbidity meter. If discharge water turbidity exceeds bay water turbidity by 20% or more then discharging would cease. Discharge would not restart until solids within the dewatering structures have adequately settled and/or filtering methods have been adjusted in order to meet the turbidity standard.

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 which exempts minor public or private alterations in the condition of land, water, and/or vegetation which do not remove healthy, mature, scenic trees (Section 15304. Minor Alterations to Land). This includes minor temporary use of land having negligible or no permanent effects on the environment and maintenance dredging (15034(e)&(g)).

Rationale for Exemption: The project involves maintenance dredging and dewatering of dredged materials for potential beneficial use. The proposed activities would use either a temporary dewatering basin and/or existing facilities and would have no permanent effects on the environment. The project would take place within existing developed areas and would not remove trees or other vegetation. Prior to dredging, material within the dredging areas would be sampled using the Incremental Sampling Methodology (ISM). The bay water intake will be screened based on National Marine Fisheries Service (NMFS) criteria. Dredging and dewatering activities would be conducted in accordance with discharge requirements established by the Regional Water Quality Control Board and U.S. Army Corps of Engineers. The decant water would be discharged back to its source of Humboldt Bay.

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: _____