



**Request for Proposals  
Debris Cleanup - Redwood Marine Terminal II  
Samoa, California  
November 2018**

# Request for Proposals

## Debris Cleanup

## Redwood Marine Terminal II

## Samoa, California

### Including:

Notice to Contractors,  
Proposal and Contract Documents,  
Technical Specifications

### Prepared By:

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


### Bid Opening:

2:00 p.m., Friday December 7, 2018  
Humboldt Bay Harbor, Recreation & Conservation District  
601 Startare Drive Eureka, CA 95501  
707-443-0801

### Pre-Bid Meeting:

2:00 p.m., Thursday November 15, 2018  
Redwood Marine Terminal II,  
1 TCF Drive, Samoa, CA 95564

Approved:



Larry Oetker  
Executive Director

Technical Specifications Prepared by:



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

November 2018



## DEBRIS CLEANUP–REDWOOD MARINE TERMINAL II

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# **Proposal and Contract Documents**

## NOTICE TO CONTRACTORS

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

### **DEBRIS CLEANUP – REDWOOD MARINE TERMINAL II**

Sealed proposals will be received by the Humboldt Bay Harbor, Recreation and Conservation District (District), 601 Startare Drive, Eureka, CA 95501, until the hour of **2:00 p.m. on Friday the 7<sup>th</sup> day of December 2018**, at which time they will be transferred to the Woodley Island Marina Conference room where they will be publicly opened and read aloud by the Director of Facilities Operations or his designated representative. Said bids will be referred to the District Board of Commissioners for consideration at their next meeting on or after **December 11<sup>th</sup>, 2018**.

There will be a pre-bid meeting at the Redwood Marine Terminal II (RMT II), 1 TCF Drive, In Samoa, CA 95564, on **Thursday, November 15, 2018, at 2:00 p.m.** A site inspection will be held following the pre-bid meeting.

The above project is funded by a U.S. Environmental Protection Agency (USEPA) Brownfield Cleanup Grant, and is subject to special terms and conditions pertaining thereto. Consequently, the contractor is advised to be completely familiar with the documentation and contract procedures associated with USEPA Brownfield Cleanup Grants. Contractor non-compliance with Grant requirements will result in non-payment for work performed.

**The project has a Disadvantaged Business Enterprise (DBE) goal of 2% Minority Business Enterprise (MBE) and/or 1% Women's Business Enterprise (WBE).**

#### **Engineer's Estimate: \$200,000.00 - \$250,000.00**

General Scope of Work: The Work of this Contract comprises segregation of debris piles generated from demolition of site structures at Redwood Marine Terminal II (RMT II), and includes work covered by lump sum and unit prices. Three debris piles with a total estimated volume of 2,400 cubic yards (cy) containing building materials, that include reinforced and unreinforced concrete rubble, brick, tile, roofing materials, equipment parts (such as, pressure regulators, valves, etc.), and scrap metal from areas shown on the Plans and described by the Technical Specifications. Work includes segregation of the material, stockpiling, crushing for onsite placement, and transportation for offsite disposal and recycling of said materials deemed unsuitable for placement at the RMT II.

All other items or details not mentioned above that are required by the Plans or the Technical Specifications shall be furnished, fabricated, constructed, or installed.

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

Plans and Contract Documents, including this Notice to Contractors, Proposal Forms for bidding this project and Contract Agreement can be reviewed in person at the offices of the Humboldt Bay Harbor, Recreation & Conservation District, 601 Startare Drive, Eureka, CA 95501; District website [www.humboldtbay.org](http://www.humboldtbay.org) ; or at

the Humboldt Builders' Exchange in Northern California and the Daily Journal of Commerce in Oregon. The aforementioned documents may be purchased at the Humboldt bay harbor Recreation and Conservation District as stated above for a price of twenty-five dollars (\$25.00).

No bid will be considered unless it is made on the blank Bid Proposal forms included in this volume, pages C-8 through C-14 (bidders shall remove or copy the Bid Proposal forms and submit the completed forms 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 - **Debris Cleanup-Redwood Marine Terminal II** - and the name of the bidder.

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

The Contractor shall be permitted to substitute authorized securities under Public Contract Code Section 22300 for any monies withheld by the District to ensure performance under this contract.

**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 (R&TC) 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 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: 11/9/18

  
\_\_\_\_\_  
Larry Oetker  
Executive Director



# PROPOSAL REQUIREMENTS AND CONDITIONS

## 1. Bid Proposal Forms

All bid proposals shall be made upon the blank Bid Proposal forms, pages C-8 through C-14 included in this volume, which shall be copied or detached and submitted as part of the bid proposal package.

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

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

## 2. Approximate Estimate

The quantities given in the proposal and contract forms are approximate only, being given as a basis for any comparison of bids, and the District does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work in accordance with Section II, Subsection C of 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-8 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 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 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 Plans and Specifications or other proposed Contract Documents or finds discrepancies in or omissions from the drawings or Specifications, he may submit a written request for an interpretation or correction thereof. Questions should be submitted to:

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

The person submitting the request shall deliver said request **no later than** seven (7) days prior to the bid opening date. Any interpretation or correction of the proposed documents will be made only by an Addendum duly issued; and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The 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 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 lowest responsible bidder whose proposal complies with all prescribed requirements.

The 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 District 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 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-16.

### **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 fourteen (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 on page C-16.

**(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.

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

Date

---

Bidder's Name

---

Address

---

Authorized Signature

---

Type of Organization  
(Individual, Partnership or Corporation)

---

Telephone Number

---

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

**(BID PROPOSAL)**

**MATERIAL RECYCLING INFORMATION FORM**

**Debris Cleanup—Redwood Marine Terminal II**

(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**

**Debris Cleanup–Redwood Marine Terminal II**

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

**Debris Cleanup–Redwood Marine Terminal II**

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 March 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**

**Debris Cleanup–Redwood Marine Terminal II**

<b>Bid Schedule</b>				
<b>Humboldt Bay Harbor, Recreation, and Conservation District</b>				
<b>Debris Cleanup–Redwood Marine Terminal II</b>				
<b>Bid Item No.</b>	<b>Approx. Quantity</b>	<b>Bid Item Description with Total Price Written in Words</b>	<b>Unit Price</b>	<b>Total Item Price</b>
1 BASE	Lump Sum	Mobilization and Demobilization fixed at _____ Dollars.		\$ _____
2 BASE	2,400 CY	Segregate material from construction debris piles _____ Dollars.	____/CY	\$ _____
3 BASE	800 Tons	Handling and disposal of contaminant-impacted debris at Class II Facility _____ Dollars.	____/Ton	\$ _____
4 BASE	25 Tons	Handling and disposal of municipal solid waste at a suitable facility _____ Dollars.	____/Ton	\$ _____
5 BASE	50 Tons	Handling and recycling of salvaged material at suitable facility _____ Dollars.	____/Ton	\$ _____
6 BASE	1,800 CY	Crushing and onsite placement of non-impacted construction debris _____ Dollars.	____/CY	\$ _____
<b>BASE BID TOTAL</b>				<b>\$ _____</b>

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

TOTAL BASE BID AMOUNT IN WORDS:

\_\_\_\_\_

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

\_\_\_\_\_  
Company

**BIDDER MUST SIGN THIS PAGE**

\_\_\_\_\_

### **(BID PROPOSAL)**

It is further understood and agreed that:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_

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

\_\_\_\_\_  
Telephone Number

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

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

**CONTRACT AGREEMENT****HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT  
REDWOOD MARINE TERMINAL II DEBRIS CLEANUP**

This CONTRACT is made and entered into this \_\_\_\_\_ ( ) day of \_\_\_\_\_ 2018, by and between the Humboldt Bay Harbor, Recreation, and Conservation District, a California public entity ("District"), 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 District shall pay Contractor for the price set forth by him/her in the accepted Bid. The total compensation to be paid will be computed on the basis of the quantity of work actually performed in accordance with the Contract Documents, and paid for at the stipulated contract unit or lump sum prices, as the case may be.
4. **Payment:** Contractor shall submit monthly invoices for completed tasks as outlined in the submitted Bid Schedule. All invoices must include Purchase Order No.1317. Invoices received without reference to correct Purchase Order Number will be returned to Contractor without processing. The District 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 District'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 District has delivered a signed Contract and Notice to Proceed to the Contractor. The Contractor shall complete the Work by October 15, 2019, (*the "Completion Date"*). An extension to the Completion Date may be allowed in accordance with Section 34, Uncontrollable Circumstances. The Contractor shall at all times employ such force, plant, materials, and tools as will be sufficient, in the opinion of the District Representative, to perform required activities at a pace sufficient to complete the Work by the Completion Date. If in the opinion of the District Representative, the Contractor has failed or is failing to employ sufficient force, materials, and tools, or, to maintain adequate progress, the District Representative may, at no additional cost to the District, 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 District Representative within two work days following the District 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 District, 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 District, 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 District, 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 District, provided no conflict of interest is created. Contractor is not to be considered an agent or employee of District
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 DISTRICT 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 District before the District'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 DISTRICT 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 DISTRICT 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 District, 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 District. Contractor's policy shall not seek contribution from the DISTRICT's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.
  - (2) It is a requirement under this 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 District 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 District for approval and shall not reduce the limits of liability. Policies containing any SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the District.
  - (4) The District reserves the right to obtain a full certified copy of any insurance policy and any endorsement. Failure to exercise this right shall not constitute a waiver of the District's right.
  - (5) Certificates shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to the District.
  - (6) Contractor agrees to waive subrogation rights against the District regardless of the applicability of any insurance proceeds, and to require that all subcontractors and sub-subcontractors do likewise.
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- (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 District 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 District, 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 District's protection without the District's prior written consent.
- (9) The District 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 District will negotiate additional compensation proportional to the increased benefit to the District.
- (10) In the event Contractor fails to obtain or maintain completed operations coverage as required by this Contract, the District at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

9. Indemnity:

- (a) To the fullest extent allowed by law, Contractor shall indemnify, defend and hold harmless the District and its officers, officials, employees, and volunteers through legal counsel reasonably acceptable to the District, 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 District.
- (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 District 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 District in the same manner and to the same extent as Contractor is obligated to the District 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 District, 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 District'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 District 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.
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- (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 District, 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 the District, 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 District, 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 District of the location of the records enumerated under paragraph (a), including the street address, District and county, and shall, within five working days, provide a notice of change of location and address.
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- (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 District, 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 District 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 District 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 District, 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 District.

17. Materials and Equipment:

- (a) Unless otherwise specified, shown, or permitted by the District, materials and equipment incorporated in the Work shall be new. The District 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
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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 District for equipment be exceeded.

- (c) Materials furnished and Work performed shall be subject to inspection and testing by District's authorized agents at District'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 District, 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 District 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.

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22. District Representative: The District Representative, as designated by the District Manager for the District ("District 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 District 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 District Representative so proper inspection may be provided. Work done in the absence of the District Representative is subject to rejection.
- (c) No materials shall be installed until approved by the District Representative. Installations to be backfilled shall be inspected and approved by the District Representative prior to backfilling. The Contractor shall give notice in advance of backfilling to the District 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 District 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 District 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 District Representative under this section, the District 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 District 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 District in writing of such conflict.

- (b) On receipt of any such notice, the District 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 District and shall repair and replace such Work, together with other displaced work, without expense to the District, ordinary wear and tear, usual abuse or neglect excepted. District 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 District's employees, Contractor's employees, and third persons, on/or adjacent to the work site.

29. Termination: Contractor at Fault:

- (a) The District 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 District Representative, failure to adhere to the schedule of values as approved from time-to-time by the District Representative);
- (2) Contractor's disregard of applicable laws and regulations;
- (3) Contractor's repeated disregard of the authority or orders of the District 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 District, 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 District may deem expedient; or make demand on the performance bond surety to complete the Work. When the District 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 District 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 District arising out of or relating to completing the Work or exercising its rights under this Section, Contractor will pay the difference to the District. When exercising any rights or remedies under this Section, the District 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 District may have against Contractor existing at the time of termination or which may later accrue. Any release of retention or payment by the District will not release Contractor from liability.

30. Termination: Contractor Not at Fault:

- (a) Upon five days' written notice to Contractor, the District may, without cause and without prejudice to any other of the District'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 District 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 District 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 District Representative. Contractor shall cooperate with District with respect to providing information about the work in progress at the time of termination, as requested by the District Representative.
- (c) Upon termination of the Contract, District 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 District 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 District Representative, are suitable and required to complete the Work; and the District 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 District Representative, the Contractor shall provide the District 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 District 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 District:  
Attn: Executive Officer  
Humboldt Bay Harbor, Recreation, and Conservation District  
PO Box 1030  
Eureka Ca 95502

To Contractor: \_\_\_\_\_

34. Assignment: Contractor shall not assign this contract or payments under this contract. Contractor and each subcontractor hereby assign to the District 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 District 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 District 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 District 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 District 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 District 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 District, 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 District 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 District Representative upon his request.

(c) When the District orders extra work and there is an agreement between the District and the Contractor to perform the extra work, the District may approve the method used by the Contractor to accomplish the work. At the request of the District, 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)

**DISTRICT:**

By: Larry Oetker  
Executive Officer

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

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

Board of Commissioners, Board President

Signature \_\_\_\_\_

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

Approval as to form:  
Paul Brisso

Signature \_\_\_\_\_

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

**CONTRACTOR:**

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

**(CONTRACT AGREEMENT PACKAGE)**

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

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

Rev. 6/08

**(CONTRACT AGREEMENT PACKAGE)**

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

INSURER:  
POLICY NUMBER:  
ENDORSEMENT NUMBER:

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

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

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

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**NAME OF ORGANIZATION:**

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

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

Modifications to ISO form CG 20 10 11 85:

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

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

\_\_\_\_\_  
Address

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

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

REV. 2/08

**(CONTRACT AGREEMENT PACKAGE)**

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

<b>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT FOR THE HUMBOLDT BAY HARBOR, RECREATION &amp; CONSERVATION DISTRICT, CALIFORNIA</b>		<b>SUBMIT IN DUPLICATE</b>	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
<b>PRODUCER</b>           Telephone _____		<b>POLICY INFORMATION:</b> Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____	
<b>NAMED INSURED</b>           		<b>OTHER PROVISIONS</b>           	
<b>CLAIMS:</b> Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: _____		<b>EMPLOYER'S LIABILITY LIMITS</b> \$ _____ (Each Accident) \$ _____ (Disease-Policy Limit) \$ _____ (Disease-Each Employee)	
<p>In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:</p> <p>1. CANCELLATION NOTICE. This insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the District.</p> <p>2. WAIVER OF SUBROGATION. This Insurance Company agrees to waive all rights of subrogation against the District, its officers, officials, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the District.</p> <p>Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.</p>			
<b>ENDORSEMENT HOLDER</b>			
<b>HUMBOLDT BAY HARBOR, RECREATION &amp; CONSERVATION DISTRICT</b> <b>601 Startare Drive</b> <b>Eureka, California 95501</b>		<b>AUTHORIZED REPRESENTATIVE</b> <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____  I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.  Signature _____ (original signature required)  Telephone: (_____) _____ Date Signed _____	

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

**Debris Cleanup—Redwood Marine Terminal II**

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 "District," 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

**Debris Cleanup-Redwood Marine II**

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 "District," 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

**Debris Cleanup—Redwood Marine Terminal II**

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 "District," to the penal sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

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

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

**(CONTRACT AGREEMENT PACKAGE)**

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

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

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

# Technical Specifications

## SUMMARY OF WORK

### 1. Technical Specifications

The Work included in this Contract as presented in the Drawings is subject to the General and Special Provisions of this Contract and referenced standards.

The Contractor shall provide all necessary material, labor, equipment, and all incidental work necessary to make a complete and operable installation, all in accordance with the General and Special Provisions of the Contract Documents and Drawings, unless otherwise noted.

### 2. Caltrans Standard Specifications

Work not specifically covered in these Specifications and/or the Drawings and notes shall be performed in accordance with the reference standards. Referenced standards shall always be the latest edition, including the latest revisions and/or amendments.

### 3. Conflict in Specification Provisions

In case of conflict between these Technical Specifications, standard specifications, other referenced standards, and/or notes and descriptions on the Drawings, most stringent of the provisions, as determined by the Engineer, shall apply.

### 4. Description of Work

To be performed by Contractor: The Work consists of obtaining permits and complying with permit conditions; furnishing all labor, materials, equipment, and incidentals; and performing all work required to complete the following: debris pile material segregation; handling and disposal of contaminant-impacted debris at an approved and permitted facility; crushing and onsite placement of non-impacted debris; recycling of metals and other recyclable material at an approved and permitted facility; and handling and disposal of municipal solid waste for this project, which is located at the Humboldt Bay Harbor, Recreation and Conservation District (District) Redwood Marine Terminal II (RMT II) in Samoa, California.

The Work herein described and shown on the Drawings shall be complete in every detail, notwithstanding every item necessarily involved is not mentioned, and the Contractor will be held to provide all labor and materials necessary for the entire completion of the Work intended to be included and described in this Contract, and shall not avail themselves of any manifestly unintentional error or omissions, if same should exist. Such other items or details not mentioned above that are required by the Plans or the Special Provisions shall be furnished, fabricated, constructed, or installed.

### 5. Acceptance of Site

The Contractor shall examine the site and become familiar with all attendant conditions. The Contractor shall accept the site in its existing condition at the time of award of Contract, and no allowance will be made for the failure of the Contractor to have estimated correctly the difficulties attending the execution of the Work.



## 6. Protection of Property

The Contractor shall be responsible for the protection of all existing utilities and structures on or adjoining the premises, whether shown on Drawings or not. In the event of damage, the contractor shall immediately advise the Engineer and the owner of said damage to utilities or structures, and such items shall be immediately repaired or replaced at the Contractor's expense to the satisfaction of the Engineer.

## 7. Use and Occupancy

The Engineer reserves the right to occupy or use the whole or any part of the premises or installations included under this Contract, and such use or occupancy by the Engineer or its assignees shall not constitute completion or acceptance of the Work as a whole or any part thereof.

## 8. Permits, Codes, and Regulations

The Contractor is advised to obtain copies of applicable permits related to ongoing work at the site from the District and comply with all stipulated conditions applicable to the construction activities. The Contractor shall, as a part of the Work under this Contract, obtain and pay for all other necessary permits and shall pay all fees for inspection and tests that may be required by any permits. This shall not include customary supervision and inspection by the Engineer.

The Work of all trades shall conform to all applicable codes, laws, standards, regulations, etc., of the State of California and Humboldt County. It is the intent that the Contractor shall comply with all regulations of any governmental agency having jurisdiction over the Work to be performed. The Contractor shall arrange and pay for all inspections by the governmental agencies and shall assume the cost of all corrective work required as a result of such inspections.

## 9. Quality Assurance

All methods and materials shall conform to the requirements of the most current edition of the following applicable United States manufacturing and safety codes and standards:

Name	Abbreviation
American Institute of Steel Construction	AISC
American Iron and Steel institute	AISI
American Public Works Association	APWA
ASTM-International	ASTM
American Wood Preservers' Association	AWPA
American Welding Society	AWS
American Association of State Highway Officials	AASHTO
American Institute of Electrical Engineers	AIEE
American Railroad Association	ARA
American National Standards Institute	ANSI
American Concrete Institute	ACI
International Conference of Building Officials	ICBO
National Electric Code	NEC
National Electric Manufacturers Association	NEMA

<b>Name</b>	<b>Abbreviation</b>
Steel Structures Painting Council	SSPC
Uniform Building Code	UBC
Uniform Plumbing Code	UPC
United States Coast Guard	USCG
United States Army Corps of Engineers	USACE
West Coast Lumbermen's Inspection Bureau	WCLIB

## **10. Materials**

The bidder shall, in case of bidding the use of materials supplied from outside the United States of America, provide the comparison table of the materials, their chemical components, and mechanical data to be comparable to ASTM standards.

## **11. Schedule**

The successful Contractor and his/her subcontractors shall, within ten (10) days of the notice to proceed, arrange to meet with the Engineer to work out the sequence and schedule of work for timely completion of the project.

A detailed construction schedule showing specific tasks with anticipated durations, start and completions dates, and dependency relationships with other tasks as necessary to define the project critical path elements, shall be submitted for the Engineer's review. The Engineer will review the schedule for consistency, completeness, and reasonableness to enable him/her to understand fully the nature and relationship of the project tasks. Float time (time available but not required) for task completion shall be clearly indicated. The Engineer will not accept a schedule that indicates excessive or inadequate completion time for any task, or a schedule that indicates illogical task relationships.

Not more often than once every week, the schedule shall be revised and updated for current conditions when requested by the Engineer.

### **Construction Schedule Considerations/Constraints**

1. Debris segregation, removal, and placement will be performed during the Winter of 2019. It is not currently scheduled more precisely.
2. The schedule shall include the dates of submission of all submittal packages and the required dates of return to the Contractor such that the construction progress along the critical path is not impeded. Allow a minimum of five (5) working days for Engineer's review of submittal packages.

## **12. Inspection by the Engineer**

The Engineer will provide inspectors for this project as needed. The Contractor must allow the Engineer's inspection staff access to the Work, and must cooperate with them so that they may exercise their responsibility. Inspection by the Engineer shall in no way relieve the Contractor of its responsibility to provide materials and quality of construction as specified.

### **13. Tests and Records**

As a portion of the Contract, the Contractor shall perform all tests as may be necessary to ensure compliance with the Contract provisions, except those tests specifically indicated to be provided and paid for by the Engineer in the specifications. The Contractor shall maintain, and provide the Engineer with copies or records of all Contractor-performed testing as described in the Technical Specifications.

### **14. As-Built Drawings**

Contractor shall maintain at all times "as-built" drawings, which clearly indicate, in colored pencil, on copies of Contract Drawings, any deviations from the Contract Drawings. The as-built drawings will be subject to review and approval of the Engineer prior to approval of each monthly progress payment. The as-built drawings must be updated and correct through the progress payment period before the Engineer will approve the progress payment.

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

# MEASUREMENT AND PAYMENT

## 1. General

Unless otherwise specified in other individual sections of these Specifications, quantities of work shall be determined from measurements or dimensions in horizontal planes or from certified weighmaster transport weight documents.

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

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

## 2. Lump Sum Price Breakdown

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

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

## 3. Measurement and Payment Items

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, 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, 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. Debris Segregation**

Measurement shall be per cubic yard of debris. Payment shall include segregation of approximately 2,400 cubic yards (yd<sup>3</sup>) of construction debris located in three (3) stockpiles at the former RMT-II processing and recovery area for separation of material smaller than a quarter-inch (1/4), and shall be considered full compensation for all labor, materials, equipment, and performance of all work associated with material segregation, as shown on the Plans, as specified in the Contract Documents and these Technical Specifications, as required for environmental compliance regulations, and as directed by the Engineer.

**Item 3. Handling and Disposal of Contaminant-Impacted Debris at a Class II Facility**

This item is to be paid for on a per ton disposed basis. Measurement shall be based upon disposal site manifest weigh tickets for the quarter-inch minus contaminant-impacted debris. Quantities estimated in the bid schedule are eight hundred tons (800 tons), but will vary. This item includes but is not limited to handling, and security; acceptance of the material at a Contractor-selected disposal facility (licensed to accept the materials); loading, stabilization (if required), transporting, manifesting, and disposal (including tipping fees and all applicable local, county, and state taxes); submitting to the District the completed waste shipping and disposal manifests; declarations of acceptance and disposal by the disposal facility; site cleanup; and compliance with applicable local, county, and state regulatory requirements for the handling of regulated and hazardous materials. Contractor is to provide copies of disposal manifest to the District. If any materials are documented as hazardous (CERCLA defined), and require disposal at a Class 1 disposal facility, change order conditions will be implemented and negotiated with the Contractor for disposal of hazardous wastes. (All as specified in the Contract Agreement, Item 38, Extra Changed Work).

**Item 4. Handling and Disposal of Municipal Solid Waste:**

This item is to be paid for on a per ton disposed basis. Measurement shall be based upon disposal site weigh tickets for the non-contaminated debris that is not suitable for site reuse. Quantities estimated in the bid schedule are 25 tons, but will vary. This item includes but is not limited to, handling and security; acceptance of the material at a Contractor-selected disposal facility (licensed to accept the materials); loading, stabilization (if required), transporting, and disposal (including tipping fees and all applicable local, county, and state taxes); submitting to the HBHRCD the completed waste shipping and disposal tickets.

**Item 5. Handling and Recycling of Salvaged Material:**

This item is to be paid for on a per ton disposed basis. Measurement shall be based upon disposal site weigh tickets for salvaged/recyclable material not intended for site reuse. Quantities estimated in the bid schedule are 50 tons, but will vary. This item includes but is not limited to, handling and security; acceptance of the material at a Contractor-selected disposal facility (licensed to accept the materials); loading, stabilization (if required), transporting and disposal (including tipping fees and all applicable local, county, and state taxes); submitting to the HBHRCD the completed shipping and disposal tickets.

**Item 6. Onsite Placement of Processed Debris**

Payment for processing and onsite placement of debris shall be on a per cubic yard basis. Quantities estimated in the bid schedule are one thousand eight hundred cubic yards (1,800 cy), but will vary. This item includes but is not limited to, crushing material to a size of two-inches minus (2-inch), handling, loading, placement in the designated areas of RMT II and consolidation to achieve a reasonably uniform surface suitable for operation of rubber-tire vehicles, and shall be considered full compensation for all labor, materials, equipment, and performance of all work associated with onsite placement of non-impacted debris.

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

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## SUBMITTALS

### 1. Compliance

In order to meet compliance, the Contractor shall furnish the exact materials specified or materials selected by the Engineer based on these Specifications.

### 2. Manufacturer's Literature and Reports

The Contractor shall submit a minimum of five (5) copies of manufacturer's literature including test reports for product compliance for the Engineer's approval. Three (3) copies will be retained by the Engineer.

Catalog cuts or brochures shall show the type, size, ratings, style, color, manufacture, and catalog number of each item and be complete enough to provide for positive and rapid identification in the field. Catalog data shall be submitted in an orderly bound format. Specific items shall be clearly marked. General catalogs or partial lists will not be accepted.

### 3. Samples

The sample submitted shall be the exact article proposed to be furnished.

Samples, color chips, finish styles, etc., shall be submitted in sufficient number as to provide the Engineer with alternate choices.

### 4. Substitutions

The Contract is based on the materials, equipment, and methods described in the Drawings and Specifications.

Do not substitute materials, equipment, or methods unless such substitution has been specifically accepted for this work by the Engineer. Refer to "Substitution of Material" for additional requirements.

Where the phrase "or equal" appears in the Drawings and Contract Documents, do not assume that material, equipment, or methods will be approved as equal by the Engineer unless the item has specifically been submitted to and accepted for this work by the Engineer.

The Engineer will consider proposals for substitutions of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Engineer to evaluate the proposed substitution. When, in the sole opinion of the Engineer, the product is equal, or better, in all respects to the Engineer-specified items, it will be approved subject to Contract requirements and the Contractor's assumption of the responsibility for all extenuating circumstances.



## 5. Submittals

The Contractor shall thoroughly review all Specifications, prior to submittal, to ensure coordination with other parts of the work. The Contractor's failure to do this will be cause for rejection. Submittals shall bear the Engineer's approval stamp and initials. Submittals shall be transmitted using the "Submittal Review Request" form at the end of this section.

Equipment or material details that are interdependent or are related in any way must be submitted indicating the complete installation. Submittals shall not be altered once accepted for construction. Revisions shall be clearly marked and dated. Major revisions must be resubmitted for review.

Allow a minimum of 10 working days for the Engineer's review of submittal packages. The Contractor's schedule shall indicate the anticipated date of submittals and the required return date to the Contractor as necessary to comply with the schedule's critical path.

Components or materials that require shop drawings and that arrive at the job site prior to review of shop drawings shall be considered as not being made for this project and shall be subject to rejection and removal from the premises.

Maintain at least one (1) complete set of brochures for accepted substitutions on the jobsite for reference during construction.

The District will pay for the initial review of each submittal package. Subsequent reviews of the same submittal package(s), or sections therefrom, shall be paid for by the Contractor, at no charge to the District. For bidding purposes, the Contractor shall expect to pay the cost of the cursory review for the Construction Management team to provide the Contractor with submittal acceptance criteria. At a minimum, the Contractor shall expect to pay THREE HUNDRED DOLLARS (\$300.00) for the cursory review. A cost to complete the acceptance criteria will depend upon the complexity of the submittal, and will be negotiated with the Contractor.

Situations that will initiate this charge condition to the Contractor include but are not limited to the following:

1. Required submittals returned to Contractor for additional information in a category of amend and resubmit, or reject/resubmit.
2. "Or equal" or "substitution" submittals, without the specific rationale and details for the "or equal" or "substitution" submittals and/or that are returned to the Contractor for additional information in a category of amend and resubmit, or reject/resubmit.
3. Requests for Information (RFIs) that do not provide the specific information needed by the Engineer to answer the RFI appropriately, necessitating a request to the Contractor for additional information from the Engineer or District.

## 6. Submittals Status

After the Engineer reviews each submittal, the documents will be returned to the Contractor with the Engineer's review action. Possible Engineer's review actions are defined as follows:

1. No Exceptions Taken. The Engineer has accepted the documentation subject to compatibility with possible later submittals or with additional documentation required to cover work requirements not covered in this submittal. This review action does not constitute approval of any variations in scope of work, which shall be formalized by separate correspondence.
2. Make Corrections Noted. Meaning is the same as above for "No Exceptions Taken," except that the Contractor must resolve and correct minor inconsistencies and errors, as noted. Formal resubmittal for the Engineer's review is not required unless so specified.
3. Amend and Resubmit. The Engineer has not accepted the submitted material because of major inconsistencies, number of errors, or unauthorized departures from the Technical Specifications. The Contractor must resolve and correct all matters before resubmittal to the Engineer for review.
4. Reject/Resubmit. The Engineer has not accepted the submitted material because the submittal documents show nonconformance with Contract Drawings and Technical Specifications in major respect: technical, administrative, or both. The Engineer will not conduct a detailed review due to the nonconformance.

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

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## SUBMITTAL REVIEW REQUEST FORM

**INSTRUCTIONS:** Complete this form and attach to each specific submittal. Provide the same number of completed forms as specific submittal.

1. Submission No. \_\_\_\_\_
2. Resubmittal? Yes \_\_\_\_\_ No \_\_\_\_\_
3. Previous Submission No. (if any) \_\_\_\_\_
4. Date of this Submittal: \_\_\_\_\_
5. Date of Receipt by Engineer: \_\_\_\_\_
6. Contractor: \_\_\_\_\_
7. Submitted by: \_\_\_\_\_  
Signature Date

8.	Item	9.	Special Provisions Section and Paragraph Nos.	10.	Description of Material (Name, Type, Model, Cat. No., Mfg., etc.)
	_____		_____		_____
	_____		_____		_____
	_____		_____		_____
	_____		_____		_____

11. Comments:

Include all drawing titles and numbers, specific information not on drawings, information coming later, etc.

For Use of Engineer Only:

12. Action taken\* \_\_\_\_\_
13. Reviewed by: \_\_\_\_\_  
Signature Date

\*See review comments on individual items.

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# HANDLING AND DISPOSAL OF CONTAMINANT-IMPACTED MATERIALS

## 1. Description

Work covered in this section consists of supplying all materials, equipment, and trained personnel, and performing all operations necessary for the segregation, stockpiling, handling, loading, transport, manifesting and documentation, unloading, and disposal of contaminant-impacted materials encountered within the limits of or generated during the project scope of work.

Metals-contaminated debris has been discovered through testing within the project limits. Contractor shall note that all soils and groundwater encountered within the project limits shall be classified as contaminated. The Contractor shall have a general Class "A" license with hazardous certification. Workers shall have 40-hour OSHA HAZWOPER certifications.

The Contractor is directed to the following documents, for information regarding documented site contamination issues, preparation of the required health, safety, and work plan, and contingency-planning documents required of the Contractor in performing work under this contract.

Appendix 1. Site Plans

Appendix 2. RMT II Debris Cleanup Program Sampling and Analysis Plan

## 2. Definitions

**Contamination:** The presence in the soil, groundwater, or other materials encountered during the project excavation, of a potentially regulated substance or material at a concentration exceeding, as determined by a State of California certified analytical laboratory, regulatory agency set limits for the target constituent.

**Method Detection Limit:** Analytical laboratory reporting value for a specific analytical procedure associated with a given chemical constituent, such as in soil:

Total Lead	US EPA Method 8270C	= 1.0 µg/g
STLC Lead	CCR Title 22 WET	= 0.1 mg/L

## 3. Applicable Rules and Regulations

Excavation, grading, and transport of impacted material shall be in accordance with the rules and regulations of the following agencies and other federal, state, and local agencies with jurisdiction over these activities:

California Coastal Commission  
California Department of Toxic Substances Control (DTSC)  
California Environmental Protection Agency (CAL-EPA)  
California Highway Patrol (CHP)  
California Integrated Waste Management Board (CIWMB)  
California Occupational Safety Health Administration (Cal-OSHA)  
California Regional Water Quality Control Board (RWQCB)  
Humboldt Bay Harbor, Recreation, and Conservation District (District)  
Humboldt County Division of Environmental Health (HCDEH)

#### **4. Permitting Requirements**

The Contractor shall procure all permits and licenses, pay all charges and fees, and file all notices necessary and incident to the due and lawful execution of the work, including registration for transporting vehicles carrying the impacted material. The Contractor shall comply with the provisions of said statutes in obtaining such permits licenses, and other authorizations.

#### **5. Contractor License**

The Contractor shall have a "Haz" certification along with the applicable construction license for any work that will involves handling or exposing workers to contaminated soil, contaminated building materials, or contaminated water.

#### **6. Quality Assurance**

Provide sufficient skilled, trained, and certified workers and supervisors who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of construction involved and the regulatory requirements for the encountered substances.

#### **7. General Site Controls**

The Contractor shall prepare a work plan detailing the order of work, waste segregation minimization, material handling, monitoring plans, transportation, and disposal sites for contaminant-impacted materials. Contaminant-impacted material encountered in the work area of the site as shown on exteriors, tracks, and wheels of construction and transport vehicles shall be removed prior to leaving the work area and placed in the offsite transport vehicle for proper disposal. The Contractor shall indemnify the District from any costs due to spillage during the transport of materials to the disposal facilities.

The Contractor shall monitor the air quality periodically during excavation operations as required by the approved Contractor-prepared site health, safety, and work plan.

The Contractor shall place appropriate erosion and sediment control devices around the perimeter of the site to prevent runoff of site soils during all construction activities and during decontamination of equipment. Additional BMPs, as necessary, shall be implemented for the duration of the project. Inspect all BMPs daily, and before an immediately after precipitation events capable of generating surface runoff. Repair or replace damaged or ineffective BMPs immediately.

#### **8. Site Health, Safety, and Work Plan**

The Contractor shall prepare a site health, safety, and work plan for all site personnel in accordance with the RWQCB, federal OSHA, and Cal-OSHA regulations. The site health, safety, and work plan shall include a plot plan indicating the exclusion zone and clear zones as defined by Federal Code 29 CFR 1910.120, and the California Code of Regulations (CCR), Title 26, a schedule of procedures, an air monitoring plan, sampling and testing procedures, and physical barrier. Additionally, the work plan shall describe the decontamination procedures for equipment moving off site to "clean areas."

The site health, safety, and work plan shall be submitted at least 15 working days prior to beginning any material or ground disturbing activity, for review and acceptance by the District.

## **9. Safety Training**

Prior to performing any work at the location, personnel, shall have completed all safety training that meets requirements of the site health, safety, and work plan covering the potential hazards as identified. Any personal protective equipment required by the site health, safety, and work plan for personnel working within the exclusion zone will be supplied by the Contractor and shall be utilized by personnel onsite, and repaired or replaced if damaged or non-functional. Certificates of training and the site health, safety, and work plan shall be kept on site at all times.

## **10. Loading and Handling of Contaminant-Impacted Materials**

All stockpiled material as directed by the Engineer within the project limits shall be placed directly into the transport vehicle for transport to an onsite temporary staging area, secured, and stockpiled pending soil characterization and appropriate remediation or disposal site confirmation by Engineer. No material pending characterization shall be disposed of on public roads.

Areas with contaminant-impacted material that will not be excavated shall be protected. Contaminant-impacted material outside of excavation areas shall not be moved around the project area it shall be protected from erosion and shall not be tracked out of the project area by vehicle traffic.

## **11. Offsite Transportation of Contaminant-Impacted Materials (if necessary)**

Excavated or stockpiled materials shall be covered to minimize the release of airborne dust during transportation of contaminated soils offsite for disposal and shall be appropriately stabilized as required if too wet for acceptance by the acceptable receiving facility.

## **12. Disposal of Contaminant Impacted Materials (if necessary)**

Contractor shall dispose of all contaminant-impacted materials at a State-certified disposal or treatment facility that will provide the Contractor and District with a certification of contaminant-impacted material destruction or remediation, absolving the District from any future liability associated with the contaminated-impacted material. The Contractor shall perform all testing and filing requirements set forth by the facility accepting the material for treatment or disposal.

If the contaminant-impacted material cannot be accepted by, or is unacceptable for disposal at, the Contractor's approved facility, the Contractor's work may be suspended, at the District's direction, until acceptable alternative handling and disposal procedures are established. This scenario will be considered a "changed site condition," and will require negotiation of a contract change order.

## **13. Manifesting and Documentation Reporting**

Contractor shall be responsible for all trucking manifesting or bills of lading preparation and submittal of three (3) copies to the District. Additionally, the Contractor shall submit three (3) copies to District of a final report documenting the final disposal or treatment operations accounting for all contaminant-impacted material, including the facility acceptance documents to the District.



#### **14. Disposal of Contaminated Operations Materials**

Water from decontamination procedures shall be collected and disposed of at an appropriate disposal site by the Contractor. Non-reusable protective equipment, once used by any personnel, including District personnel, shall be collected and disposed of at an appropriate disposal site by the Contractor. Contractor shall submit three (3) copies to District of a final disposal report for said materials.

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

# EARTHWORK

## 1. Description

Work covered in this section consists of performing all operations necessary for excavation, backfilling, compacting, subgrade preparation, materials, and compaction testing, and grading where applicable.

Existing power and telephone lines, trees, fences, pipelines or other conduits, embankments, and structures in the vicinity of the work shall be supported and protected from injury by the Contractor during the construction and until the completion of the Work. The Contractor shall be liable for all damages to such structures, as herein provided, and shall save and keep the District and Engineer harmless from any liability or expense for injuries, damages, or repairs to same.

No guarantee is made as to the location and number of such utilities. The Contractor shall repair, in a manner satisfactory to the Engineer, all utilities damaged in the progress of their work. The Contractor shall notify all owners of utilities of commencement of work and sufficiently in advance to have the utilities mark the location of their facilities. The Contractor shall be prepared at all times with labor, equipment, and materials to make repairs on damaged mains or utilities.

## 2. Definitions

Well Graded: "Well graded" as used in this section, defines a mixture of particle sizes that have no specific concentration or lack thereof of one or more sizes. "Well graded" is used to help define a material that, when compacted, produces a strong and relatively incompressible soil.

Relative Compaction: "Relative compaction" is defined as the ratio, in percent, of the as-compacted dry density to the laboratory maximum dry density. The laboratory maximum dry density is defined in accordance with ASTM D 1557 except that corrections for oversize material may be applied as determined by the Engineer.

Standard Specifications: Where reference is made to "Standard Specifications," reference shall mean: State of California, Business and Transportation Agency, Department of Transportation (Caltrans), *Standard Specifications*, excluding measurement and payment items.

## 3. Quality Assurance

Provide sufficient skilled workers and supervisors who shall be present at all times during execution of this portion of the Work and who shall be thoroughly familiar with the type of construction involved and the materials and techniques specified.

## 4. Unclassified Excavation

Excavation is unclassified. All excavations will be completed regardless of the type, nature, or condition of the materials encountered. However, if archaeological items are identified during site work, all work will cease until an archaeologist has cleared the work to continue.

**5. Backfill**

Backfill will consist of crushed non-contaminant-impacted segregated material, and shall be free from roots, debris, metal, rocks larger than 2 inches, and other deleterious materials. Additionally, the fill material must be visually inspected to ensure that it is free of non-native and/or invasive plant species. Once the Contractor has prepared the backfill material, the Engineer will review the area and sampling data to ensure that the project Specifications are met.

**6. Water for Compaction and Dust Control**

Water shall be clean and free of oil, acids, salts, and other deleterious substances. Furnish as required.

**7. Imported Material Acceptance**

Import fill material will not be used for this project.

**8. Clearing, Grubbing and Stripping**

Clearing and grubbing work will not be performed for this project.

**9. General Excavation**

Limits of Excavation. Excavate to the depths and widths, as shown on the Site Plans. Do not extend excavations deeper than indicated on the Plans. Excavation extended below the grade lines shown or established by the Engineer shall be replaced with the same fill material as specified for the overlying fill or backfill. Cuts below grade shall be corrected by similarly cutting adjoining areas and creating a smooth transition.

**10. Placement of Backfill**

Contractor shall use approved backfill within intended placement area in 10-inch maximum loose lifts. The fill material shall be consolidated using a vibratory compaction roller to produce a reasonably uniform surface suitable for rubber-tire vehicle operating.

**11. Site Grading**

Perform all earthwork to the existing lines and grades established by the Engineer.

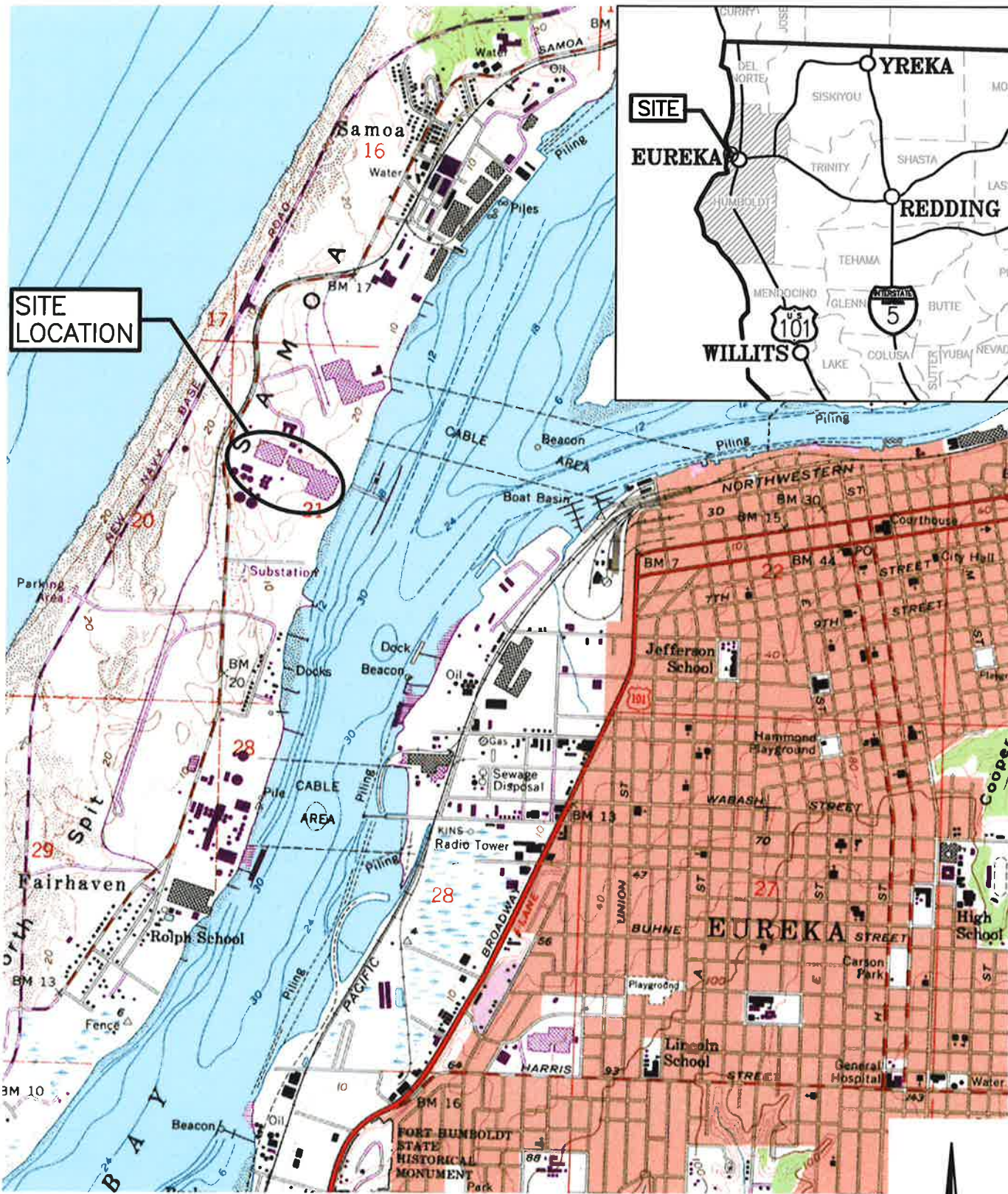
Over-excavating and backfilling to the proper grade will not be acceptable. The Engineer will review finished site grading.

**12. Disposal of Excess Excavation**

Disposal of excess backfill/topsoil will not occur for this project.

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

**Site Plans A**



SOURCE: EUREKA USGS  
7.5 MINUTE QUADRANGLE

LATITUDE: 40.8051198°  
LONGITUDE: -124.194953°



Consulting Engineers  
& Geologists, Inc.

Redwood Marine Terminal II  
Samoa, California

December 2017

016240-LOCATION

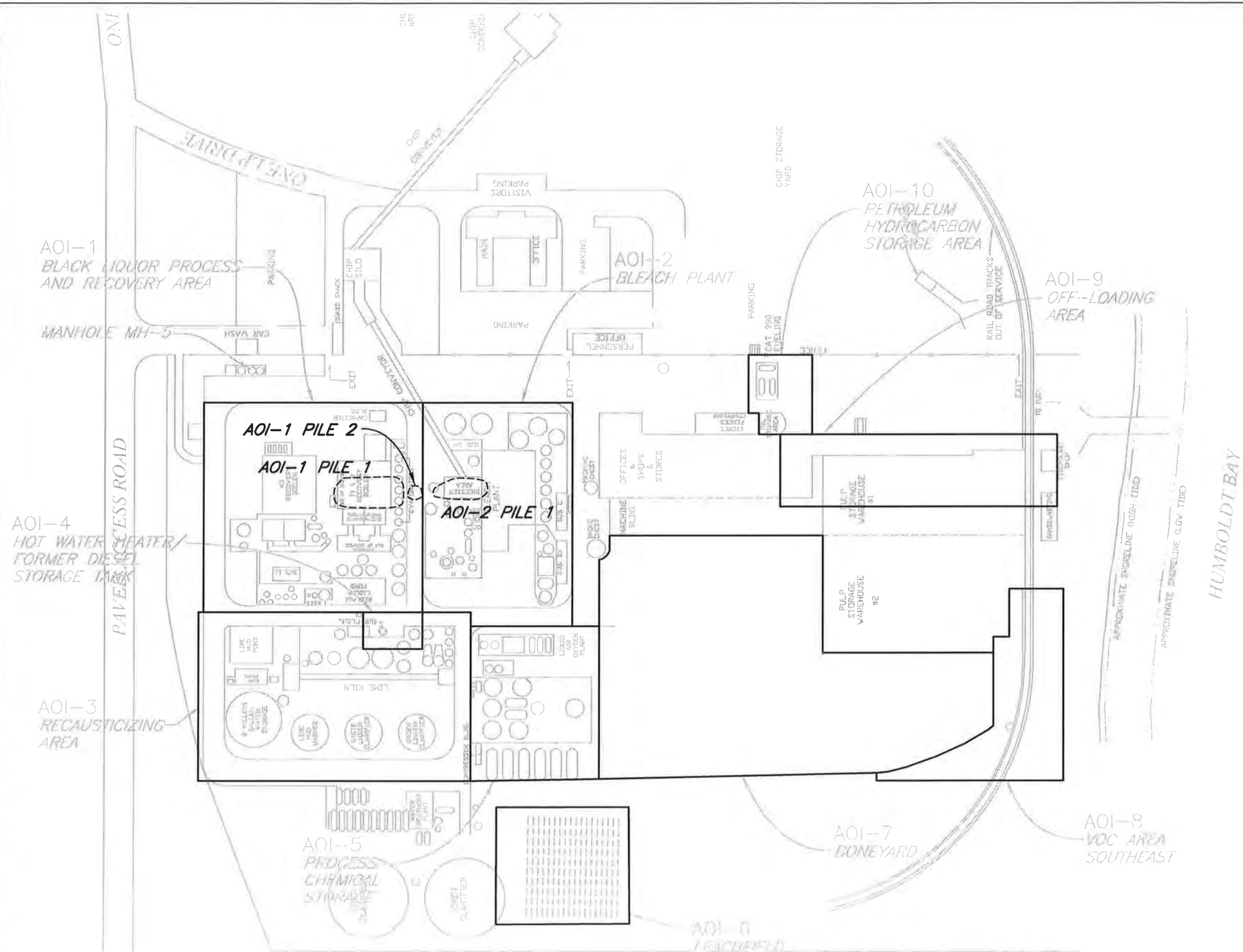
Site Location Map

SHN 016240

Figure 1



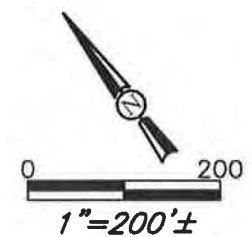
\\Eureka\Projects\2016\016240-Engr-HBHRCD\002-RNVT-II-Brown\Drawgs. SAVED: 11/6/2018 8:35 AM CNEWELL, PLOTTED: 11/6/2018 8:36 AM, CHRIS D. NEWELL



EXPLANATION

AOI-1 PILE 1

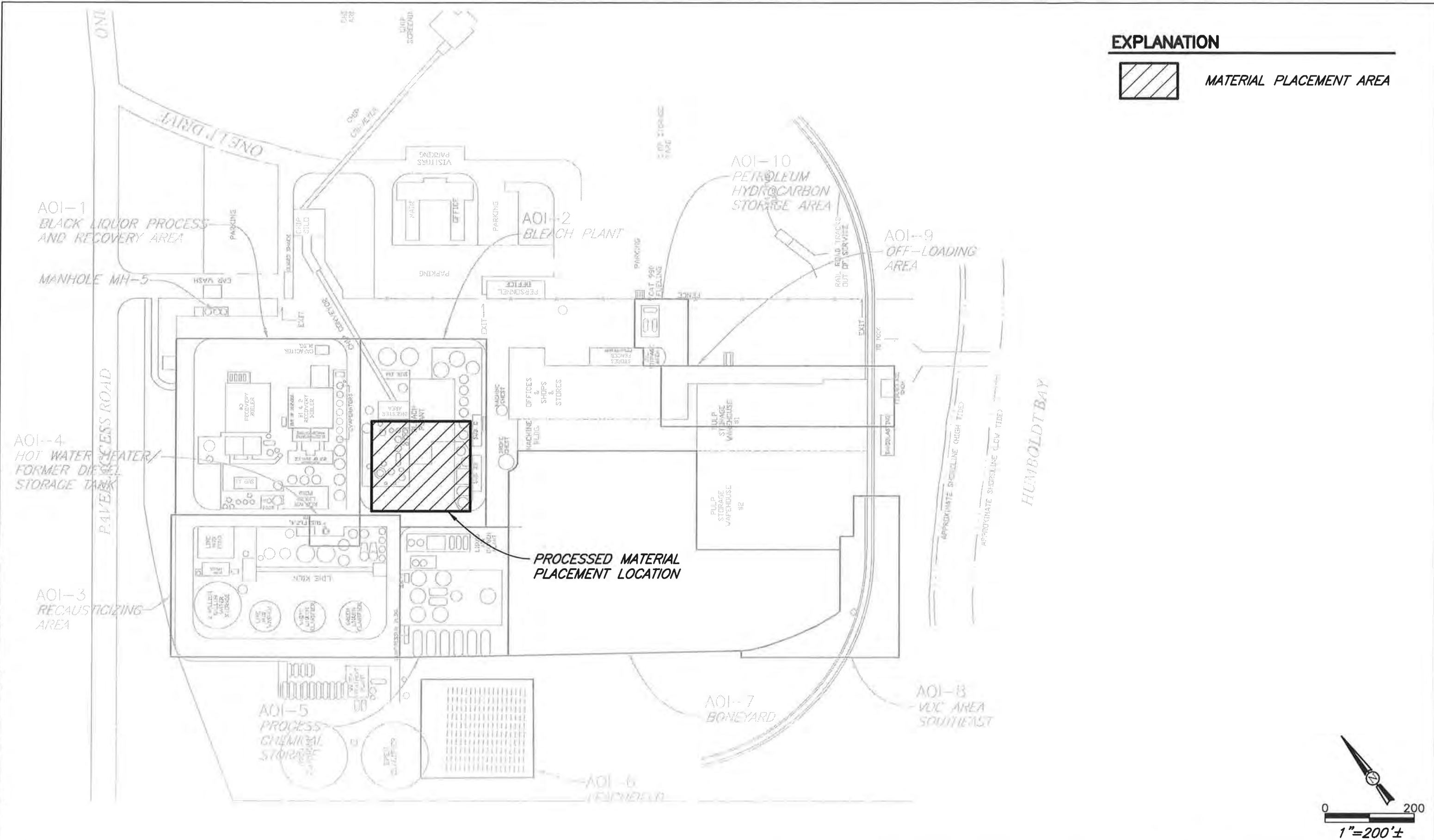
DEBRIS PILE LOCATION AND DESIGNATION



**NOTE: ALL LOCATIONS ARE APPROXIMATE**

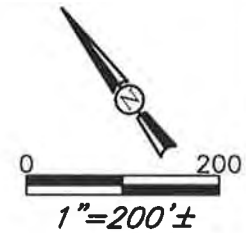
<div><div>SH</div><div>Consulting Engineers &amp; Geologists, Inc.</div></div>	Redwood Marine Terminal II Samoa, California		Site Plan Showing Debris Stockpile Locations SHN 016240.002	
	November 2018	016240-002-SITE-DEBRIS-LCTN	Figure 2	

\\Eureka\Projects\2016\016240-Eng-H8HRC\002-RMT-II-Brown\Draws, SAVED: 11/6/2018 11:14 AM CNEWELL, PLOTTED: 11/6/2018 11:14 AM, CHRIS D. NEWELL



**EXPLANATION**

 MATERIAL PLACEMENT AREA



**NOTE: ALL LOCATIONS ARE APPROXIMATE**

 Consulting Engineers & Geologists, Inc.	Redwood Marine Terminal II Samoa, California		Site Plan Showing Processed Material Placement Area SHN 016240.002	
	November 2018	016240-002-SITE-MTRL-PLCMNT	Figure 3	

**RMT II Debris Cleanup  
Program Sampling and  
Analysis Plan**

**B**



# Sampling and Analysis Plan Revision 2

Debris Cleanup Project  
Redwood Marine Terminal II  
1 TCF Drive  
Samoa, California



Prepared for:

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



**May 2018**

**016240.002**

Reference: 016240.002

# **Sampling and Analysis Plan**

## **Revision 2**

### **Debris Cleanup Project**

### **Redwood Marine Terminal II**

### **1 TCF Drive**

### **Samoa, California**

Prepared for:

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

601 Startare Drive, Eureka, CA 95501

Prepared by:

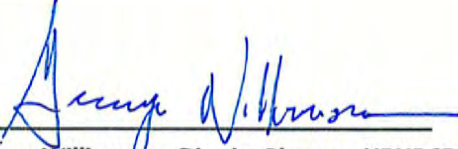


812 W. Wabash Ave.  
Eureka, CA 95501-2138  
707-441-8855

May 2018

QA/QC:RMR 

## Approval Page

Approved by:   
George Williamson, District Planner, HBHRCD

9.13.18  
Date

Approved by:   
Mike Foget, Project Manager, SHN

9/11/18  
Date

Approved by:   
*for*: Roland Rueber, Quality Assurance Officer, SHN

9/11/18  
Date

Approved by: \_\_\_\_\_  
Eric Byous, Project Manager, EPA Region IX

\_\_\_\_\_  
Date

Approved by: \_\_\_\_\_  
Eugenia McNaughton, Quality Assurance Manager,  
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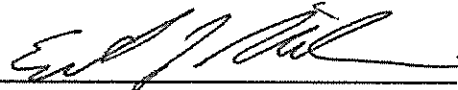
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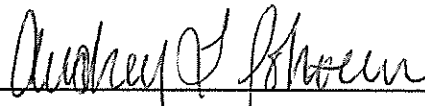
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## Acronyms and Abbreviations

---	not applicable/not found
°C	degrees Celsius
mg/kg	milligrams per kilogram
ppm	parts per million
%R	percent recovery
A	measured concentration
AOI	area of interest
B	background concentration
BTEX	benzene, toluene, ethylbenzene, and total xylenes
CHHSL	California Human Health Screening Levels
COC	constituent of concern
DQO	data quality objectives
DTSC	Department of Toxic Substances Control
EPA	U.S. Environmental Protection Agency
FSP	field sampling plan
FTC	Freshwater Tissue Company
HBHRCD	Humboldt Bay Harbor, Conservation & Recreation District
IDW	investigation-derived waste
LCS	laboratory control sample
LP	Louisiana Pacific
LUFT	leaking underground fuel tank
MDL	method detection limit
MQO	measurement quality objective
MS/MSD	matrix spike and matrix spike duplicate
MTBE	methyl tertiary-butyl ether
MW-#	monitoring well-number
NA	not applicable
NCL	North Coast Laboratories, Ltd.
NR	no reference
PPE	personal protective equipment
QA	quality assurance
QA/QC	quality assurance/quality control
QAPP	quality assistance protection plan
QL	quantitation limit
R	recovery
RMTII	Redwood Marine Terminal II
RPD	relative percent difference
RSL	regional screening level
RWQCB	North Coast Regional Water Quality Control Board
S <sub>1</sub>	sample
S <sub>2</sub>	duplicate
SAP	sampling and analysis plan (an integrated FSP and QAPP)

## Acronyms and Abbreviations, Continued

SiO <sub>2</sub>	silicone dioxide
SOP	standard operating procedures
STLC	soluble threshold limit concentration
TCLP	toxicity characteristic leaching procedure
SVOC	semi-volatile organic compound
T	known true value of spike after spiking
TPHD	total petroleum hydrocarbons and diesel
TPHMO	total petroleum hydrocarbons and motor oil
VOA	volatile organic analysis (container)
VOC	volatile organic compound
XRF	x-ray fluorescence

## 1.0 Introduction

This sampling and analysis plan (SAP) has been prepared for Redwood Marine Terminal II (site) located in Samoa, Humboldt County, California. This SAP describes protocols and procedures that will be implemented for characterization of chemical impacts to debris from the demolition of infrastructure related to operations of the now defunct pulp mill (Figures 1 and 2). Demolition of site structures has resulted in generation of debris comprising various building materials, including reinforced and unreinforced concrete rubble, brick, tile, roofing materials, equipment parts (such as, pressure regulators, valves, etc.), and scrap metal. Laboratory analytical results reported for debris pile characterization sampling conducted in 2014 included detectable concentrations of leaking underground fuel tank (LUFT) metals cadmium, chromium, lead, nickel, and zinc, and petroleum hydrocarbons. Anticipated laboratory analyses for debris characterization include volatile organic compounds (VOCs) by Environmental Protection Agency (EPA) Method 8260B, petroleum hydrocarbons as motor oil (TPHMO) and as diesel (TPHD) by EPA Method 8015B, and trace elements (cadmium, chromium, nickel, lead, and zinc) by EPA 6010. Field screening of metals concentrations will be performed using a portable x-ray fluorescence (XRF) analyzer. Sampling and field characterization will be performed following segregation of debris pile materials by particle size. The date of sampling is undetermined, but is anticipated to occur in the second or third quarter of 2018.

This SAP describes the sampling strategy and analytical program that will be used during site work. SHN staff will follow the SAP to ensure quality assurance/quality control (QA/QC) in the collection and reporting of data that are scientifically valid, representative of field conditions, and are legally defensible, if necessary. The work is being performed under site-specific Brownfields EPA Cleanup Program Grant #BF-99T55301-0 for cleanup of demolition debris impacted by elevated lead concentrations.

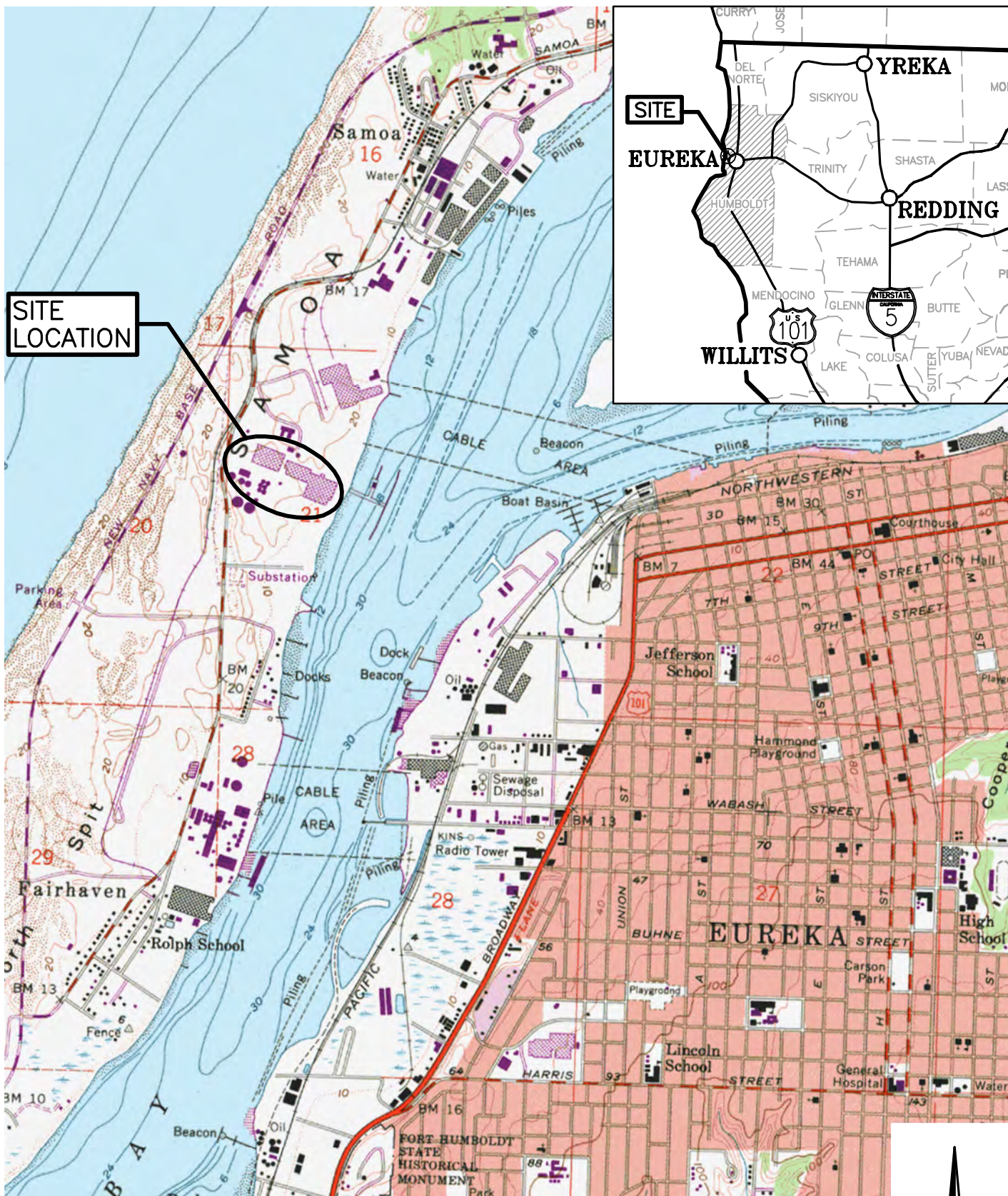
### 1.1 Site Name or Sampling Area

The site is locally referred to as the Samoa Pulp Mill, and has historically operated under several different corporate owners, the names of which were typically adopted during operation (such as, the Georgia Pacific Pulp Mill, Louisiana Pacific (LP) Pulp Mill, Evergreen Pulp, and Freshwater Tissue Company [FTC]). The current owner of the site, the Humboldt Bay Harbor, Recreation & Conservation District (HBHRCD), renamed the site Redwood Marine Terminal II (RMTII) following acquisition of the property in 2012. Historical and continuing characterization and remediation work at the site, performed under the guidance of the North Coast Regional Water Quality Control Board (RWQCB), has resulted in identification of Areas of Interest (AOI) 1 and 2, the location of the debris piles, and include the former process chemical recovery boilers number 1 and 2, and the former bleach plant, the sources of the debris pile materials.

### 1.2 Site Location

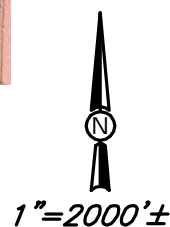
The site is located on the Samoa Peninsula, a narrow spit between the Pacific Ocean, approximately 800 yards to the west, and Humboldt Bay, adjoining the site to the east. Land use of the site and adjoining properties is industrial and commercial. No residences are in the immediate vicinity; however, the communities of Samoa and Fairhaven are located approximately 1.25 miles north and south of the site, respectively. The Samoa landfill (a closed Class III disposal site) is located to the west of the industrial facility, within the site property boundary. The approximately 86-acre site has an address of 1 TCF Drive, Samoa, California 95501, and is identified by Humboldt County Assessor's parcel number 401-112-021.





SOURCE: EUREKA USGS  
7.5 MINUTE QUADRANGLE

LATITUDE: 40.8051198°  
LONGITUDE: -124.194953°



Consulting Engineers  
& Geologists, Inc.

Redwood Marine Terminal II  
Samoa, California

December 2017

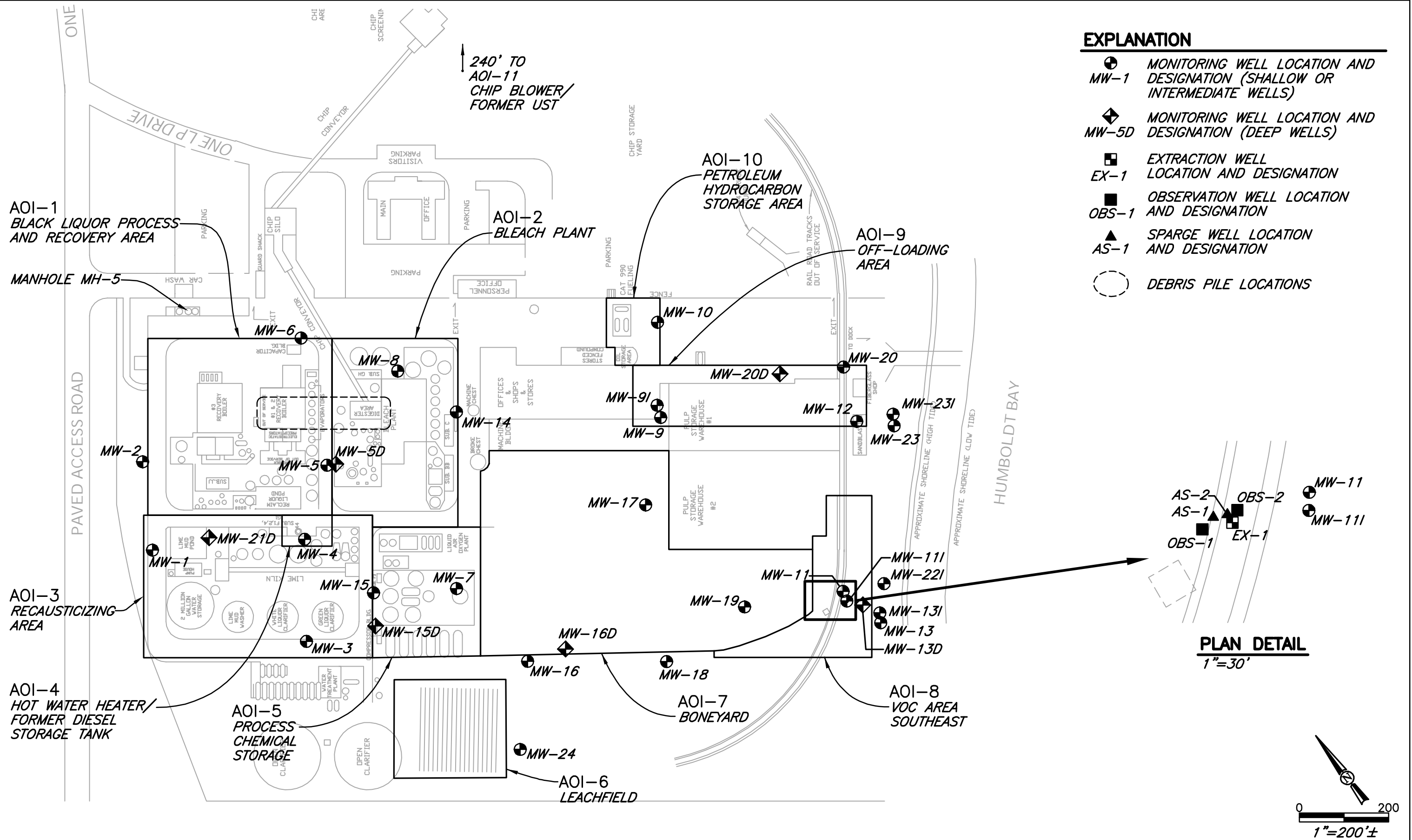
016240-LOCATION

Site Location Map

SHN 016240

Figure 1

\\Eureka\Projects\2016\016240-Engr-HB-HRCD\Drawings - Saved: 12/12/2017 11:18 AM NDOWNEY, PLOTTED: 12/12/2017 11:21 AM, NATHAN DOWNEY



	Redwood Marine Terminal II Samoa, California		Site Plan	
	December 2017	016240-SITE	SHN 016240 Figure 2	



### 1.3 Responsible Agency

SHN is a regional engineering and geology consulting firm with extensive local experience in environmental characterization and remediation activities. SHN has developed this SAP and will be providing project oversight, coordination, and sampling services. SHN has conducted multiple site environmental characterization efforts in conjunction with LP and the RWQCB, and has been involved in remediation at this site since 2009.

### 1.4 Project Organization

**Table 1. Key Project Personnel Contact Information and Responsibilities**

Title	Name	Phone Number Email Address	Responsibilities
EPA Project Manager	Eric Byous	(415) 972-3531 Byous.Eric@epa.gov	Project oversight
EPA Quality Assurance Officer (QAO)	Eugenia McNaughton, Ph.D.	(415) 972-3411 mcnaughton.eugenia@epa.gov	review and approve QA documents provide technical assistance
Grantee Project Manager	George Williamson, District Planner Humboldt Bay Harbor, Recreation and Conservation District	707-443-0801 districtplanner@humboldt.org	Planning and management of all aspects of project
Contractor Project Manager	Mike Foget, PE SHN	707-441-8855 mfoget@shn-engr.com	Oversight of project planning, implementation, budgeting, communication with client and funding entity
Contractor QAO	Roland Rueber, PG SHN	707-845-5909 rrueber@shn-engr.com	Oversight of planning and execution of approved work scope, assurance of attainment of approved data quality objectives
Contractor Field Team Leader	John Wellik, PG SHN	707-296-3660 jwellik@shn-engr.com	Oversight of field implementation of approved work scope, troubleshooting
Laboratory Quality Assurance Officer	Byran Furhmann North Coast Laboratories, INC.	707-822-4649 ext. 109 qa@northcoastlabs.com	All aspects of NCL quality assurance.

## 2.0 Background

Initial site development occurred in 1964 when a bleached Kraft pulp mill was constructed by Georgia Pacific. The pulp mill, in its original configuration, was in operation between 1965 and 1994, when it was converted to a chlorine-free process. Multiple owners including LP and Evergreen Pulp operated the mill from 1994 to 2008 (SHN, 2014). FTC purchased the site in 2009 and planned on reopening the mill; however, they abandoned these plans and began decommissioning equipment, demolishing various buildings, and liquidating assets. Historical buildings and land uses of the site included offices, pulp warehouses, a machine building, a sand blasting shop, petroleum products distribution and storage, a hazardous waste storage area, diesel aboveground storage tanks, a chemical storage tank farm, a water treatment plant, a “black liquor” processing area, a bleach plant, process chemical recovery boilers, and an electrical generation station. In August 2013, FTC transferred ownership of the site to HBHRCD. As of December 2017, cleanup of the hazardous waste storage area and demolition of a majority of the aboveground storage tanks, the bleach plant, and two recovery boilers, has been completed.

A draft *Analysis of Brownfields Cleanup Alternatives* was prepared in January 2014 describing debris pile characterization efforts conducted at that time, and presenting three alternatives for pile removal (LACO, 2014). Alternative #3 was identified as the recommended cleanup alternative, and includes characterizing and segregating debris pile materials based on hazard level and contamination type, with disposal of materials not cleared for reuse onsite at an appropriately classified landfill.

Demolition of recovery boilers #1 and #2 and bleach plant infrastructure has generated debris comprising various building materials, including reinforced and unreinforced concrete rubble, brick, tile, roofing materials, equipment parts (such as, pressure regulators, valves, etc.), and scrap metal. Demolition debris particle sizes range from boulders and cobble size materials, to gravel, sand and silt size materials. For the purposes of this SAP, debris pile materials the size of coarse gravel and smaller are defined as “sediment.” The debris piles, located in a limited area in the central portion of the former industrial core of the mill site, referred to as AOI-1 and AOI-2 for RWQCB directed environmental assessment and remediation efforts, were previously characterized using a composite-based sampling strategy based on pre-disposal testing requirements for a proxy waste facility in Vacaville, California, which was selected to establish a defensible sampling methodology (LACO, 2014). Sample laboratory analytical results reported for the 2014 characterization effort included detectable concentrations of LUFT metals cadmium, chromium, lead, nickel, and zinc, and hydrocarbons.

As zoning for the site is Industrial-Coastal Dependent, future use of the site is not anticipated to be residential; therefore, California Human Health Screening Levels (CHHSLs) and EPA regional screening levels (RSLs) for commercial/industrial scenarios are used to evaluate potential constituents of concern (COCs).

Because of the range of particle sizes observed within the debris piles, samples collected during the 2014 characterization efforts were focused on coarse sand size and smaller materials, with larger particles (such as, large concrete or tile fragments) generally disregarded; therefore, the 2014 laboratory analytical results are interpreted to be representative of COC concentrations of coarse gravel and smaller particle sizes (hereafter referred to as sediment). Sediment samples comprised 4:1 composite ratios for each 250 cubic

yards of material; pile 1 of AOI-1 was a 20-point sample reduced to 5 composite samples, pile 2 of AOI-1 was analyzed as a singular 4-point composite sample, and pile 1 of AOI-2 was a 16-point sample reduced to 4 composite samples. Table 2 presents CHHSLs, RSLs, and reported peak concentrations for the noted COCs.

**Table 2. Industrial/Commercial Screening Levels and 2014 Sediment Laboratory Results  
Redwood Marine Terminal II, Samoa, California**

COC <sup>1</sup>	Cadmium	Chromium	Lead	Nickel	Zinc	TPHMO <sup>2</sup>
CHHSL <sup>3</sup> (mg/kg) <sup>4</sup>	7.5	--- <sup>5</sup>	320	16,000	100,000	---
RSL <sup>6</sup> (mg/kg)	---	180,000	800	1,100	35,000	3,300
<b>Source Id</b>						
AOI-1 Pile 1	6.9	740	90	490	1,000	2,200
AOI-1 Pile 2	0.75	100	29	72	2,100	300
AOI-2	2.7	110	<b>33,000</b>	85	840	500
1. COC: constituent of concern 2. TPHMO: total petroleum hydrocarbons as motor oil 3. CHHSLs: California Human Health Screening Levels 4. mg/kg: milligrams per kilogram 5. ---: not found 6. RSL: EPA regional screening level						

Due to a lack of analytical data for the larger particle size materials, multiple larger pieces of concrete, brick and tile debris material, interpreted to be representative of the debris piles as a whole, were randomly selected, along with discreet sediment samples, in November 2017 for screening with a handheld Niton XLp 300 Series x-ray fluorescence analyzer (XRF). All XRF analyses were performed using the device's "standard bulk mode." XRF-derived metals concentration results for sediment samples were compared to the 2014 laboratory results for consistency and calibration of the XRF to laboratory results (Table 3). Because lead was the only metal constituent exceeding industrial/commercial CHHSL and RSL screening levels for reported laboratory data, the focus in Table 3 is on lead.

**Table 3. Lead Concentration in Debris Sediment, XRF<sup>1</sup>, Historical Laboratory Results, and  
Industrial/Commercial Screening Levels  
Redwood Marine Terminal II, Samoa, California**

Source Identification		Peak XRF Concentration (ppm) <sup>2</sup>	Peak Laboratory Result <sup>3</sup> (ppm)	CHHSLs <sup>4</sup> /RSLs <sup>5</sup> (ppm)
AOI-1 Pile 1	Sand (n <sup>6</sup> =5)	91	90	320/800
	Block (n=10)	56		
AOI-1 Pile 2	Sand (n=2)	33	29	
AOI-2 Pile 1	Sand (n=4)	<b>2,501</b>	<b>33,000</b>	320/800
	Block (n=10)	38 <sup>6</sup>		



**Table 3. Lead Concentration in Debris Sediment, XRF<sup>1</sup>, Historical Laboratory Results, and Industrial/Commercial Screening Levels Redwood Marine Terminal II, Samoa, California**

Source Identification	Peak XRF Concentration (ppm) <sup>2</sup>	Peak Laboratory Result <sup>3</sup> (ppm)	CHHSLs <sup>4</sup> /RSLs <sup>5</sup> (ppm)
<ol style="list-style-type: none"> <li>1. XRF: x-ray fluorescence</li> <li>2. ppm: parts per million; equivalent to mg/kg</li> <li>3. Materials submitted for laboratory analysis were limited to sand size particles or smaller</li> <li>4. CHHSLs: California Human Health Screening Levels</li> <li>5. RSLs: EPA regional screening level</li> <li>6. n: number of samples analyzed</li> <li>7. Elevated results were reported for sediment coated blocks scanned with a Niton XLp 300 XRF</li> </ol>			

As is recognizable in Table 3, XRF-derived concentrations are generally comparable to laboratory-derived results, save for the peak concentration reported for AOI-2 sand. The peak XRF lead concentration was recorded near 2,500 ppm, since the 2,500 ppm value exceeds the corresponding CHHSL by nearly one order of magnitude, field screening using a hand held XRF device will identify materials where metals concentrations exceed both CHHSLs and RSLs.

## 2.1 Site or Sampling Area Description

The sampling area occupies approximately 12,000 square feet in AOI-1 and AOI-2, a central location of an approximately 86 acre industrial site. The site is bordered on the north by industrial property owned by FTC, on the west by New Navy Base Road and the Pacific Ocean beyond that, on the south by a coastally dependent-zoned and currently vacant parcel, and on the east by Humboldt Bay (Figure 1). The specific location of the sampling area, in AOI-1 and AOI-2, is shown in Figure 2.

Historical buildings and land uses of the site included offices, pulp warehouses, a machine building, a sand blasting shop, petroleum products distribution and storage, a hazardous waste storage area, diesel aboveground storage tanks, a chemical storage tank farm, a water treatment plant, a “black liquor” processing area, a bleach plant, three process chemical recovery boilers, and an electrical generation station. To date, the petroleum products distribution and storage infrastructure, diesel aboveground storage tanks, the chemical storage tank farm, the black liquor processing area, the bleach plant, and two of three process chemical recovery boilers have been demolished.

## 2.2 Operational History

The sampling area spans portions of AOI-1 and AOI-2, locations of process chemical recovery and storage, and the former bleach plant, respectively. Process chemical recovery comprised removal of organic matter accumulated in the pulp bleaching process through combustion in recovery boilers 1, 2, and 3; the recovered chemicals were then available for reuse in the bleaching process. The bleaching process was performed to

remove tannins and lignins from wood chips prior to being introduced to the pulping process. GoogleEarth photographic evidence indicates that the structures from which the debris resulted were demolished between 2011 and 2012.

Chemical impacts to debris, including low concentrations of petroleum hydrocarbons and metals, likely result from operation and maintenance of machinery used in the bleaching and recovery process, from tooling and fittings used in the structures, and from paint. No work beyond basic grounds maintenance is currently being performed in AOI-1 or AOI-2.

## 2.3 Previous Investigations/Regulatory Involvement

A draft *Analysis of Brownfields Cleanup Alternatives* was prepared in January 2014 describing debris pile characterization efforts completed on December 23, 2013, and presenting three alternatives for pile removal (LACO, 2014). LACO personnel developed a debris pile sediment sampling methodology to conform to pre-disposal sampling requirements for a proxy-landfill. Fine-grained (coarse sand and smaller) debris pile sediments were collected and submitted to a state-licensed laboratory for analysis of asbestos by polarized light microscopy using EPA Method 600/R-93-116–Standard Building Materials; TPHD and TPHMO with silica gel cleanup by EPA 8105M; benzene, toluene, ethylbenzene, and total xylenes/methyl tertiary-butyl ether (BTEX/MTBE) by EPA 8260; pH by EPA 150.2; LUFT 5 metals by EPA 6010B; sulfide by EPA 300.0; and sulfate by SM 4500-S2 D in December 2013 (Table 4).

**Table 4. Contaminants of Concern, Previous Investigations  
Redwood Marine Terminal II, Samoa, California**

Analytical Parameter (Contaminants of Concern)	Date of sampling	Sampling Contractor	Laboratory Analytical Results (mg/kg)	CHHSLs <sup>1</sup> (mg/kg)
Cadmium	12/23/2013	LACO Associates	0.75-6.9	7.5
Chromium			100-740	--- <sup>2</sup>
Lead			29- <b>33,000</b>	320
Nickel			72-490	16,000
Zinc			840-2,100	100,000
TPHMO <sup>3</sup>			300-2,200	3,300 <sup>4</sup>
1. CHHSLs: California Human Health Screening Levels 2. ---: not reported 3. TPHMO: total petroleum hydrocarbons as motor oil 3. RSL: regional screening levels (EPA)				

The site has an extensive environmental assessment and remediation history that is impertinent to execution of the Brownfields Cleanup Grant scope of work, as grant funded work is focused on characterization and disposal of hazardous materials contained within the debris piles. Historical site characterization and remediation records are presented on the State of California Geotracker website ([https://geotracker.waterboards.ca.gov/profile\\_report.asp?global\\_id=SL0602377769](https://geotracker.waterboards.ca.gov/profile_report.asp?global_id=SL0602377769)), and are on file with the RWQCB.

## 2.4 Scoping Meeting

An initial scoping meeting to develop the draft *Analysis of Brownfields Cleanup Alternatives* was conducted by the HBHRCD on November 25, 2013. The meeting covered the level of involvement by Humboldt County in the application and cleanup process, the scope of the grant, required documents to apply for the grant, time lines for submittal of an application and HBHRCD Board and Commission meeting dates during which the topic would be explored. The degree of community involvement was also a topic of discussion.

## 2.5 Geological/Meteorological Information

Not Applicable.

## 2.6 Impact on Human Health and/or the Environmental

Lead can affect multiple organs and systems. Children under the age of seven are most susceptible to the effects of lead. Even low levels of lead in the blood of children can result in behavior and learning problems, lower IQ and hyperactivity, slowed growth, hearing problems, and anemia. In rare cases, ingestion of lead can cause seizures, coma, and even death. Lead can accumulate in our bodies over time, where it is stored in bones along with calcium. During pregnancy, lead is released from bones as maternal calcium and is used to help form the bones of the fetus. This is particularly true if a woman does not have enough dietary calcium. Lead can also cross the placental barrier exposing the fetus to lead. This can result in serious effects to the mother and her developing fetus, including reduced growth of the fetus, and premature birth.

Lead is also harmful to adults. Adults exposed to lead can suffer from cardiovascular effects, increased blood pressure and incidence of hypertension, decreased kidney function, and reproductive problems.

Lead is a naturally occurring element found in small amounts in the earth's crust. Much of our exposure comes from human activities including the use of fossil fuels including past use of leaded gasoline, some types of industrial facilities, and past use of lead-based paint in homes.

The preceding discussion of potential health effects from exposure to lead was augmented with information viewed on: <https://www.epa.gov/lead/learn-about-lead#effects>.

## 3.0 Project and Data Quality Objectives

### 3.1 Project Task and Problem Definition

#### 3.1.1 Debris Piles

The project involves segregation, characterization, and offsite disposal, or onsite reuse of debris pile materials, based on risk to human health and the environment posed by the materials based on laboratory analytical results. Historical laboratory concentration data indicates lead is the primary debris pile COC. Debris pile materials characterized as posing no risk to human health and the environment, based on state and federal industrial/commercial screening levels, will be retained for future use onsite. Debris pile materials characterized as impacted by lead concentrations exceeding industrial/commercial screening levels will be transported to an appropriate landfill facility.

### **3.1.2 Segregation of Debris**

As described Section 2.0 above, AOI-1 and AOI-2 debris piles contain a variety of demolition-related materials and particle sizes. The relative degree of lead impact to materials is interpreted to be strongly correlated to particle size, with coarse gravel size and smaller particles tending to have higher lead concentrations than cobble and larger size materials. Due to this relation, classification of materials based upon particle size is proposed as the initial step in evaluation of material for reuse or disposal.

## **3.2 Site Activities**

Procedures for XRF field screening classification, segregation and sediment sample collection to be followed in the field are described in this section. Sediment samples will be analyzed for COCs according to methods outlined in Section 4.0.

### **3.2.1 Debris Pile Classification and Segregation**

Initial efforts include classification of materials in debris piles based on particle size. This initial step will substantially reduce the volume of material slated for disposal at landfills, and is anticipated to result in approximately 50 percent or greater reduction of volume of material to be disposed. We propose to classify materials by particle size using a track-mounted excavator equipped with a screening bucket (or equivalent); many screening buckets are capable of being fitted with a variety of screen mesh sizes, allowing for classification of materials to the desired particle size. Due to substantial differences in recorded COC concentrations between AOI-1 piles and the pile in AOI-2, fine materials from individual AOI stockpiles will be kept separate. Coarse materials from each AOI characterized with COC concentrations below action levels as determined using XRF field screening will be comingled into one stockpile.

Following classification by particle size, metal debris (such as, rebar, fittings, tubing, wiring, etc.), woody debris, and fiberglass (such as, roofing/siding, piping) will be removed by hand and stockpiled independently of concrete-type materials for subsequent disposal with similar materials currently stockpiled onsite.

Coarse gravel size and smaller materials will be stockpiled separately from cobble size and larger material; and the coarse gravel size and smaller stockpiled materials will be formed into a 3-foot thick pad at completion of segregation activities.

### **3.2.2 Chemical Characterization of Segregated Materials**

Characterization of segregated materials for chemical impacts will be performed using different methods, based on particle size.

#### **3.2.2.1 Coarse Material Characterization**

Metals impacts to coarse materials will be characterized in the field using a hand-held Niton XLp 702A XRF. Coarse materials for XRF characterization will be randomly selected for analysis at a rate equivalent to 10 percent of the volume of each coarse-material stockpile. Records of concentrations of cadmium, chromium, lead, nickel, and zinc will be maintained, and XRF-screened blocky materials will be marked with paint for tracking purposes. Coarse material not passing chemical screening, as determined by XRF results exceeding the more conservative value of either State of California or EPA industrial/commercial screening levels, will be further evaluated for the presence of adhered sediment that may have resulted in higher concentration

detection than would have been recorded had the sediment size material have not been present on the coarse material. Adhered sediment may be removed and added to the fine material size particle debris pile; the coarse material may be subsequently re-evaluated using the XRF. Coarse material recorded with concentrations below screening levels will be stockpiled onsite for future use as needed.

### **3.2.2.2 Fine Material Characterization**

Two stockpiles of coarse gravel and smaller particles, one pile each for AOI-1 and AOI-2, will be formed into rectangular prisms and stockpile volumes will be estimated. Sediment samples will comprise 4:1 composite ratios for each 250 cubic yards of stockpile material. Stockpiles will be divided into roughly equal area sample units based upon the number of samples determined from the volume estimate and composite ratio. Once stockpile volumes have been estimated and the number of samples has been determined, sediment samples will be collected from sample units using a stainless steel trowel. Sediment samples will be placed into clean, laboratory-supplied four ounce soil jars. Jars will be labeled with sample unit identification, date and time of collection, and sampler initials. Sample containers will be placed on ice in a cooler pending transportation to a state-certified laboratory under standard chain-of-custody protocols. The laboratory will composite and homogenize samples prior to analysis. Sediment sample collection, storage, labeling, and chain-of-custody documentation will be performed according to procedures specified in "Protocol A-1. Sediment Sampling for Chemical Analysis" (Appendix 1).

## **3.3 Data Quality Objectives (DQOs)**

Quality assurance objectives for the soil and groundwater quality assessment at the site are intended to provide guidance for collecting and evaluating data that represent site conditions. Table 5 presents project goals for the above parameters.

The parameters used to evaluate data quality and their definitions are:

- Representativeness: The degree to which data is characteristic of environmental conditions through:
  - Precision: A measurement of the degree of agreement of replicate data, which is quantitatively assessed, based on the relative percent difference (RPD) or standard deviation.
  - Accuracy: The agreement of a measurement with an accepted reference or true value.
- Completeness: The amount of valid data obtained from a prescribed measurement system throughout the project as compared with that expected and required to meet the project goals.
- Comparability of data throughout the project will be attained by recording field and laboratory data in consistent units, as well as following the above protocols for collecting and analyzing samples.

Data collected will be used to determine if material is suitable for reuse or must be shipped to an appropriately classified landfill. HBHRCD plans to lease portions of the site for a variety of coastal dependent uses.

**Table 5. Quality Assurance Goals For Field and Laboratory Analyses  
Redwood Marine Terminal II, Samoa, California**

Field Measurements	Precision Goal	Accuracy Goal (percent recovery of MS/MSDs, LCSs) <sup>1,2</sup>	Completeness (percent)
Metals Concentrations	20%	20%	90
Laboratory Measurements	Soil	Soil	Completeness (percent)
EPA Method 8260B	± 20-23	varies	90
EPA Method 8015B	± 37	varies	90
EPA Method 6010B	± 20	varies	90
<ol style="list-style-type: none"> <li>1. Relative percent differences (RPD) are for matrix spikes and matrix-spike duplicates (MS/MSD) samples (soil, soil vapor, and water) or field duplicates (water only). Requirements for lab duplicates are presented in the quality assistance protective plan (QAPP) for each laboratory (Appendix 2). RPD goals are applicable only for samples with detected concentrations greater than five times the reporting limit.</li> <li>2. Percent recovery behavior varies for each compound. Accuracy goals are laboratory specific internal goals that are updated periodically. The laboratories' goals are presented in Appendix 2 of this report; see EPA Publication SW-846 (a986: November 1990 update) for general goals for these methods.</li> </ol>			

The sediment samples will be submitted to the laboratory for analysis described in Section 5.0. The required laboratory sample containers, sample preservation, and sample hold times for each analytical method are also described in Section 5.0.

Sampling equipment will be decontaminated before and after collection of each sample according to the procedures specified in "Protocol 1-1: Sediment Sampling for Chemical Analysis."

### 3.4 Measurement Quality Objectives

Measurement quality objectives (MQOs) shall be maintained through data review and validation; data assessment, including precision, accuracy, and completeness; field and laboratory data management; and assessment oversight.

### 3.5 Data Review and Validation

The quality assurance manager will perform a Tier 1A level data validation. Such a review may include, but is not limited to, review of the data package for completeness; review of chain-of-custody forms (against laboratory reported information), for signatures, sample condition upon receipt by the laboratory, and sample preservation; review of holding times; review of QC summaries; review of blank results for possible field or laboratory contamination; random checks of reported results against raw data, and random checks of raw data for interference problems or system control problems (baseline anomalies, baseline drifts, etc.)

If comparison of data to previous measurements or known conditions at the site indicates anomalies, the laboratory will be instructed to review the submitted data while SHN reviews the methods used to collect and handle the samples. If anomalies remain, the laboratory might be asked to re-analyze selected samples. The quality assurance manuals for the analytical laboratories present the laboratory's procedures for reviewing data (Appendix 2). The methods for assessing and handling field and laboratory data are discussed below.

### 3.6 Data Assessment

As discussed in Section 3.4, the validity of data will be measured in terms of precision, accuracy, and completeness. The ways in which these three parameters will be evaluated for project data are described below.

#### 3.6.1 Precision

For data generated by the laboratory, data precision will be estimated by comparing analytical results from duplicate samples and from matrix spikes and matrix spike duplicates. The comparison will be made by calculating the relative percent difference (RPD) given by:

$$RPD = \frac{2(S_1 - S_2)}{S_1 + S_2} \times 100$$

Where: RPD: Relative Percent Difference  
S<sub>1</sub>: Sample  
S<sub>2</sub>: Duplicate

#### 3.6.2 Accuracy

Data accuracy will be assessed for laboratory data only and is based on recoveries (R), expressed as the percentage of the true (known) concentration, from laboratory-spiked samples and QA/QC samples generated by the analytical laboratory. The equation for calculating recoveries is:

$$R = \frac{(A-B)}{T} \times 100$$

Where: R: Recoveries  
A: Measured Concentration After Spiking  
B: Background Concentration  
T: Known True Value of Spike

This information will be reviewed periodically by the Project Manager or Project Quality Assurance (QA) Officer. The goals for the recovery of selected target analytes in a spiked or QA/QC sample are presented in Appendix 2. The objectives for accuracy for the primary compounds of potential concern are presented in Table 5. These objectives have been set at 40 percent of known or spiked values unless indicated otherwise in Appendix 2. Demonstration of consistent recoveries at ±20 percent allows the discrimination of a sample concentration at the method-reporting limit from the EPA's industrial preliminary remedial goals. These goals might need to be modified depending upon potential matrix interferences associated with Site

samples. Alteration or failure to meet these preliminary goals should not be construed to indicate that data collected should be invalidated because all of the data should be suitable for Site characterization and risk assessment as long as the uncertainty associated with the data is adequately characterized (EPA, 1992).

### 3.6.3 Completeness

Data generated during the debris characterization effort will be evaluated for completeness, that is, the amount of data meeting project QA/QC goals. If data generated during field operations or by means of analytical procedures appears to deviate significantly from observed trends, the Project Manager or Project QA Officer will review field or laboratory procedures with the appropriate personnel to evaluate the cause of such deviations. If data anomalies cannot be explained, resampling could be necessary. Goals for data completeness are presented in Table 3.

## 3.7 Data Management

XRF-derived concentrations of select metals will be read and recorded directly in the units of final use, as listed in Table 6.

**Table 6. Measured Parameters**  
**Redwood Marine Terminal II, Samoa, California**

Parameter	Units
concentration, sediment	parts per million

Field task leaders are responsible for monitoring collection and reporting of field data. Field task leaders will also review field measurements at the time of measurement and will re-measure a parameter, as necessary. Monitoring of field data will be a continuous process for the field task leader; therefore, an audit in the field is not anticipated. Calibration of all field equipment will be conducted and documented on a daily basis.

Field data will be recorded on field data sheets (located in Appendix 1 Protocols) as they are collected and will be maintained in SHN's office project file. Upon delivery to SHN's office, appropriate field data will be entered into a computer database to expedite the validation and interpretation process. The Project Manager, Project QA Officer, or Task Leader will review field procedures and compare field data to previous measurements.

## 3.8 Management of Laboratory Data

Results of laboratory analyses will be reported as specified in the laboratory's QA manual. Analytical results will be reported in units of final use and will be downloaded and managed by the laboratory with a computerized acquisition system. Laboratory calculations will be performed as prescribed for each analytical method or in conformance with acceptable laboratory standards at the time the calculation is performed. Each laboratory will retain QA/QC records for at least six years. Copies of raw data will be available for review at the laboratory and can be requested as part of SHN's QA/QC review. Original laboratory reports will be stored in SHN's project files. SHN will enter laboratory data into a computerized database to expedite data reduction, interpretation, and reporting.



### 3.9 Assessment Oversight

The QA Manager shall review laboratory analytical results upon receipt of the reports, and prior to decision making regarding future disposition of the debris pile materials. Analytical data achieving QA/QC goals will be used in the decision making process, data falling outside of QA/QC goals will be re-evaluated for use in the decision making process, and resampling of the matrix may be performed to achieve QA/QC targets. Table 7 presents laboratory reporting or quantitation limits compared to CHHSLs and RSLs.

**Table 7. Contaminants of Concern, Laboratory and Action Levels–Sediment**

Analytical Parameter (Contaminants of Concern)	Laboratory Reporting or Quantitation Limits (mg/kg) <sup>1</sup>	Action Levels	
		DTSC <sup>2</sup> Industrial CHHSLs <sup>3</sup> (mg/kg)	EPA Industrial RSLs <sup>4</sup> (mg/kg)
Metals by Method 6010			
Cadmium	1.0	7.5	none
Chromium	2.0	none	180,000
Lead	1.0	320	800
Nickel	1.0	16,000	1,100
Zinc	1.0	100,000	35,000
Total Petroleum Hydrocarbons by Method 8015			
TPHMO <sup>5</sup>	10	none	3,300
1. mg/kg: milligrams per kilogram 2. Department of Toxic Substances Control 3. CHHSLs: California Human Health Screening Levels 4. RSLs: regional screening limits 5. TPHMO: total petroleum hydrocarbons as motor oil			

## 4.0 Sampling Design and Rationale

This section presents field characterization efforts, the media to be sampled, the approach to sample collection, and analytical parameters to be evaluated.

### 4.1 Soil Sampling

Not Applicable.

### 4.2 Sediment Sampling

Characterization of segregated materials for chemical impacts will be performed using different methods based on material particle size.

#### 4.2.1 Coarse Material Characterization

Chemical impacts to coarse materials will be characterized in the field using a hand-held Niton XLP 702A series XRF. Coarse materials for XRF characterization will be randomly selected for analysis at a rate equivalent to 10 percent of the volume of each coarse-material stockpile. Records of concentrations of

cadmium, chromium, lead, nickel, and zinc will be maintained, and XRF-screened blocky materials will be marked with paint for tracking purposes. Coarse material not passing chemical screening, as determined by XRF results exceeding the more conservative value of either State of California or EPA industrial/commercial screening levels, will be further evaluated for the presence of adhered sediment, which may have resulted in higher concentration detection than would have been recorded had the sediment size material not been present on the coarse material. Adhered sediment may be removed and added to the fine material stockpile; the coarse material may be subsequently re-evaluated using the XRF. Coarse material recorded with concentrations below screening levels will be stockpiled onsite for future use as needed.

#### 4.2.2 Sediment Characterization

Two stockpiles of coarse gravel and smaller particles, one pile each for each AOI-1 and AOI-2, will be formed into rectangular prisms and stockpile volumes will be estimated. Sediment samples will comprise 4:1 composite ratios for each 250 cubic yards of stockpile material. Stockpiles will be divided into roughly equal area sample units based upon the number of samples determined from the volume estimate and composite ratio. Once stockpile volumes have been estimated and the number of samples has been determined, sediment samples will be collected from sample units using a trowel. Sediment samples will be placed into clean, laboratory-supplied four ounce soil jars and 40 milliliter (ml) volatile organic analysis (VOA) vials. Jars will be labeled with sample unit identification, date and time of collection, and sampler initials. Sample containers will be placed on ice in a cooler pending transportation to a state-certified laboratory under standard chain-of-custody protocols. The laboratory will composite and homogenize samples prior to analysis. Sediment sample collection, storage, labeling, and chain-of-custody documentation will be performed according to procedures specified in "Protocol A-1. Sediment Sampling for Chemical Analysis" (Appendix 1).

**Table 8. Sampling Design and Rationale—Sediment**

Sampling Location/ID Number	Depth (feet)	Analytical Parameter <sup>1</sup>	Rationale
AOI-1-1	0-3	LUFT <sup>2</sup> Metals, TPHMO <sup>3</sup> , VOCs <sup>4</sup>	Composite samples to be analyzed for previously identified COCs <sup>5</sup>
AOI-1-2	0-3	LUFT Metals, TPHMO, VOCs	Composite samples to be analyzed for previously identified COCs
AOI-2	0-3	LUFT Metals, TPHMO, VOCs	Composite samples to be analyzed for previously identified COCs
1. Testing frequency per 250 cubic yards of material 2. LUFT: leaking underground fuel tank 3. TPHMO: total petroleum hydrocarbons as motor oil 4. VOCs: volatile organic compounds 5. COC: constituent of concern			

#### 4.3 Water Sampling

Not Applicable.

## 4.4 Other Sampling

Not Applicable.

## 5.0 Request for Analyses

### 5.1 Analyses Narrative

Sediment samples will be submitted to the laboratory for chemical analyses identified in Table 9. Sediment samples will be submitted to North Coast Laboratories (NCL) of Arcata, California, an accredited laboratory. Sample analysis will be performed on a standard turnaround time of two to three weeks because the work area will be stable and secure, and there will be no open excavation to present a threat to human health or the environment. NCL will analyze samples analyzed by EPA 8015B, EPA 8260B, and EPA 6010B.

**Table 9. Sample Handling and Preservation Requirements  
Redwood Marine Terminal II, Samoa, California**

Parameter	Method	Containers	Preservation	Maximum Holding Time
TPHD <sup>1</sup> and TPHMO <sup>2</sup>	EPA 8015B	4-ounce jar	Cool to 0-6°C <sup>3</sup>	14 days
Metals: Cadmium, Chromium, Nickel, Lead, and Zinc	EPA 6010B	4-ounce jar	Cool to 0-6°C	6 months
Volatile Organic Compounds	EPA 8260B	EPA 5035 compliant sampler	Cool to 0-6°C and methanol	14 days
<div>1. TPHD: total petroleum hydrocarbons as diesel 2. TPHMO: total petroleum hydrocarbons as motor oil 3. °C: Celsius</div>				

### 5.2 Analytical Laboratory

The analytical laboratory that will perform project analytical services is NCL Arcata, California, an accredited laboratory. Table 10 presents proposed laboratory analyses for sediment samples.

**Table 10. Analytical Services–Sediment**

Sample Number	Sample Location	Depth (feet)	Special Designation	Analytical Methods <sup>1</sup>		
				EPA 8015B (TPHMO) <sup>1</sup>	EPA 6010B (metals)	EPA 8260B (volatiles)
AOI-1-1	AOI-1	0-3		X	X	X
AOI-1-2	AOI-1	0-3	Duplicate of AOI-1-1	X	X	X
AOI-2-1	AOI-2	0-3		X	X	X
AOI-2-2	AOI-2	0-3	Duplicate of AOI-2-1	X	X	X
Total number of sediment samples, excluding QC:				2	2	2
Total number of sediment samples, including QC:				4	4	4
1. Testing frequency per 250 cubic yards of material						
2. TPHMO: total petroleum hydrocarbons as motor oil						

Table 11 presents analytical methods, containers, preservation, and holding time requirements for sediment samples.

**Table 11. Analytical Method, Containers, Preservation, and Holding Times Requirements–Sediment**

Analytical Parameter and/or Field Measurements	Analytical Method Number	Containers (number, type, size/volume)	Preservation Requirements	Maximum Holding Times
Volatiles	Method 8260B	3 x 40-ml <sup>1</sup> VOA <sup>2</sup>	Methanol/distilled water	14 days
Metals	Method 6010B	4-ounce jar	none	80 days
TPHMO and TPHD <sup>3</sup>	Method 8015B	4-ounce jar	none	14 days
1. ml: milliliter				
2. VOA: volatile organic analysis (container)				
3. TPHMO: total petroleum hydrocarbons as motor oil; TPHD: total petroleum hydrocarbons as diesel				

## 6.0 Field Methods and Procedures

Segregated debris pile contents will be characterized for chemical impacts by field screening and sample collection for laboratory analysis. Field screening of coarse materials will be performed with a hand held XRF, and finer-grained sediment samples will be collected as described in Section 4.2.2. Field personnel will wear appropriate personal protective equipment (PPE) when contacting debris materials; PPE for sampling activities will comprise durable outerwear (such as, long pants and a long-sleeved shirt, chemical resistant

steel-toed boots, disposable nitrile gloves, and a high visibility vest). Sediment samples will be collected and analyzed in conformance with methods and analyses presented in Section 4.0 of this SAP. Sample tracking and shipping will be performed in conformance with information presented in Section 7.0 of this SAP.

## **6.1 Field Equipment**

### **6.1.1 List of Equipment Needed**

Field screening will be performed using a Niton XLp 702A XRF analyzer. Sediment sampling will be performed using a stainless steel trowel. Sample containers will comprise clean laboratory-supplied four-ounce jars. Decontamination will be performed on the XRF unit in between sample analysis by wiping clean XRF unit surfaces that have come into direct contact with sample materials using a clean paper towel made damp with distilled water to remove adhered sediment, decontamination of the stainless steel trowel will be performed using Liquinox and distilled water. Containers for disposal of investigation derived waste (IDW) and decontamination materials will comprise 55-gallon Department of Transportation drums and plastic garbage bags as appropriate.

### **6.1.2 Calibration of Field Equipment**

The Niton XLp 702A XRF is a self calibrating device that performs a calibration at the time the device is powered up. Evaluation of calibration is performed using standards provided by the manufacturer. Following start up and calibration of the XRF device, the supplied standards will be analyzed, and the results will be logged on the daily field sheet. If results of the standard analysis are 20 percent different from the noted standard value, the device will be rebooted and the calibration and assessment will be performed again. If results from the reboot also exceed a 20 percent difference, then manufacturer guidelines for adjusting calibration factors will be performed.

The stainless steel trowel is mechanical and does not require calibration.

## **6.2 Field Screening**

Metals impacts to coarse materials will be characterized in the field using a hand-held Niton XLp 702A XRF. Coarse materials for XRF characterization will be randomly selected for analysis at a rate equivalent to 10 percent of the volume of each coarse-material stockpile. Exterior surfaces of coarse materials selected for field screening will be analyzed using the device's "standard bulk" mode, which includes analysis for 15 elements. Results of the analyses include identification of elements, element concentration, and a 2 sigma (95 percent) confidence interval. Relatively flat surfaces of coarse materials will be targeted for XRF field screening to minimize concentration error.

In order to confirm XRF field screening results, sediment samples will be analyzed using the hand held XRF, and results for select COCs will be recorded. XRF-analyzed sediment samples will be submitted to the laboratory for analysis by EPA 6010B, to which field screening results can be directly compared. This confirmation data will be used to screen coarse materials for reuse onsite, cleaning and reuse onsite, or disposal at an appropriate facility.

## **6.3 Soil Sampling**

No soil samples will be collected.

### **6.3.1 Surface Soil Sampling**

Not Applicable.

### **6.3.2 Subsurface Soil Sampling**

Not Applicable.

## **6.4 Sediment Sampling**

Two stockpiles of coarse gravel and smaller particles, one pile each for AOI-1 and AOI-2, will be formed into rectangular prisms and stockpile volumes will be estimated. Sediment samples will comprise 4:1 composite ratios for each 250 cubic yards of stockpile material. Stockpiles will be divided into roughly equal area sample units based upon the number of samples determined from the volume estimate and composite ratio.

Once stockpile volumes have been estimated and the number of samples has been determined, sediment samples will be collected from sample units using a stainless steel trowel. Sediment samples will be placed into clean, laboratory-supplied four ounce soil jars. Jars will be labeled with sample unit identification, date and time of collection, and sampler initials. Sample containers will be placed on ice in a cooler pending transportation to a state-certified laboratory under standard chain-of-custody protocols. The laboratory will composite and homogenize samples prior to analysis. Sediment sample collection, storage, labeling, and chain-of-custody documentation will be performed according to procedures specified in "Protocol A-1. Sediment Sampling for Chemical Analysis" (Appendix 1).

Care will be taken to obtain as representative a sample as possible. Homogenization of the sample will be performed in by the analytical laboratory. Samples for analysis by EPA Method 8260B will be collected by laboratory personnel from the homogenized sample. Because gasoline-range materials have been recorded below standard detection limits for the *Draft Analysis of Brownfields Cleanup Alternatives* sampling effort, and the setting in which the debris piles have historically existed (unprotected and exposed to sun, wind and precipitation), it is our expectation that laboratory analytical results for VOC samples collected by the laboratory from laboratory-composited materials will be representative of debris pile conditions.

See Section 7.2 for preservation and shipping procedures.

## **6.5 Water Sampling**

No water samples will be collected.

### **6.5.1 Surface Water Sampling**

Not Applicable.

### **6.5.2 Groundwater Sampling**

Not Applicable.

#### **6.5.2.1 Water-Level Measurements**

Not Applicable.

#### **6.5.2.2 Purging**

Not Applicable.

#### **6.5.2.3 Well Sampling**

Not Applicable.

### **6.6 Other Sampling**

Not Applicable.

### **6.7 Decontamination Procedures**

The stainless steel trowel used for sample collection will be decontaminated before and after filling one, four-ounce soil jar from each sampling unit, decontamination will be performed according to the procedures specified in "Protocol A-1. Sediment Sampling for Chemical Analysis."

Decontamination of the XRF unit will comprise wiping the unit's stainless steel base plate with a clean paper towel wetted with distilled water until the plate is visually clear of sediment, to be performed before and in between scanning of each individual debris block.

Decontamination of sampling equipment must be conducted consistently as to ensure the quality of samples collected. All equipment that contacts potentially contaminated materials will be decontaminated. Decontamination will occur prior to and after each use of a piece of equipment.

The following, to be carried out in sequence, is an EPA Region IX recommended procedure for the decontamination of sampling equipment.

- 1) Non-phosphate detergent and tap water wash, using a brush if necessary
- 2) Double distilled water rinse

Equipment will be decontaminated in a pre-designated area on plastic sheeting, and clean bulky equipment will be stored on plastic sheeting in uncontaminated areas. Cleaned small equipment will be stored in plastic bags. Materials to be stored more than a few hours will also be covered.

**Table 12. Field and Sampling Equipment**

Description of Equipment	Material	Dedicated
Excavator equipped with screening bucket	NA <sup>1</sup>	no
XRF <sup>2</sup>	NA	no
Trowel	Stainless steel	no
Sample jars	Glass with plastic lid	yes
40 ml VOAs <sup>3,4</sup>	Glass with plastic lid	yes
Decontamination equipment	Distilled water, Liquinox, bucket, scrubbing device (sponge/brush)	yes
Hand tools	Steel, wood, stainless steel	no
1. NA: not applicable 2. XRF: x-ray fluorescence 3. ML: milliliter 4. VOA: volatile organic analysis (container)		

**Table 13. Field Equipment/Instrument Calibration, Maintenance, Testing, and Inspection**

Analytical Parameter	Field Instrument	Calibration Activity	Frequency	Acceptance Criteria	Corrective Action
Metal concentration	Niton XLp 702A X-ray fluorescence	Automatic calibration, instrument blank, calibration verification checks, confirmation sample collection	At device start up, every 20 samples, at end of day	Within 20 percent of the declared value of the standard analyzed	Perform device periodic maintenance according to manufacturer's recommendation,

## 7.0 Sample Containers, Preservation, Packaging and Shipping

The number and type of sample containers, volumes, and preservatives are listed in Table 11. The containers are new from the manufacturer and will not be rinsed prior to sample collection. Preservatives, if required, will be added by North Coast Laboratories during collection of subsamples for VOC analysis from homogenized samples.

### 7.1 Soil Samples

Not Applicable.

### 7.2 Sediment Samples

Sediment samples to be analyzed for VOCs using EPA Method 8260B will be placed into the appropriately preserved containers by the analytical laboratory following homogenization of the sample by the laboratory.

Following homogenization of the sample by the laboratory, sample for VOC analysis will be collected by laboratory personnel using an EPA Method 5035-compliant sampling device, anticipated to be ESS Lock N' Load. Samples will be chilled to approximately 4°C immediately upon collection. If samples are preserved with either a methanol or a sodium bisulfate solution, the holding time is two weeks.



Sediment samples for analysis by EPA Method 8015B will be collected from the homogenized material and transferred from the sample-dedicated homogenization container into four-ounce glass jars using a trowel. The samples will be chilled to 4°C immediately upon collection.

Sediment samples that are to be analyzed for metals using the EPA Method 6010B will be homogenized and transferred from the sample-dedicated homogenization container into four-ounce glass jars. Samples will not be chilled.

### **7.3 Water Samples**

Not Applicable.

### **7.4 Other Samples**

Not Applicable.

### **7.5 Packaging and Shipping**

All sample containers will be placed in a strong-outside shipping container. The following outlines the packaging procedures that will be followed for low concentration samples. Sample will be delivered by SHN personnel to NCL daily.

1. Use ice-filled plastic bottles to prevent leaking of water into the sample cooler.
2. Place custody seals on all sample container tops.
3. Label sample containers using indelible ink.
4. Double seal all sample containers in heavy duty plastic zip-lock bags. Write the sample numbers on the outside of the plastic bags with indelible ink.
5. Place samples in a sturdy cooler(s) lined with a large plastic trash bag. Enclose the appropriate chain-of custody forms in a zip-lock plastic bag affixed to the underside of the cooler lid.
6. Ice-filled plastic bottles may be used to cool samples, and will be placed on top and around the samples to chill them to the correct temperature.
7. Samples will be delivered by vehicle to NCL by SHN personnel.

## **8.0 Disposal of Residual Materials**

In the process of collecting environmental, the sampling team will generate different types of potentially contaminated investigation derived waste (IDW) that include the following:

- Used PPE
- Disposable sampling equipment
- Decontamination fluids

The EPA's National Contingency Plan requires that management of IDW generated during sampling comply with all applicable or relevant and appropriate requirements to the extent practicable. The sampling plan will follow the *Office of Emergency and Remedial Response Directive 9345.3-02* (May 1991), which provides the guidance for the management of IDW. In addition, other legal and practical considerations that may affect the handling of IDW will be considered.

- Used PPE and disposable equipment will be double bagged and placed in a municipal refuse dumpster. These wastes are not considered hazardous and can be sent to a municipal landfill. Any PPE and disposable equipment that is to be disposed of that can still be reused will be rendered inoperable before disposal in the refuse dumpster.
- Decontamination fluids that will be generated in the sampling event will consist of deionized water, residual contaminants, and water with non-phosphate detergent. Decontamination fluids that will be generated in the sampling event will be transferred to SHN's Eureka office where it will be stored in an onsite treatment facility pending characterization. Following characterization, and assuming the decontamination fluids clear screening procedures, water will be disposed at the City of Eureka wastewater treatment plant under permit number 64.

## 9.0 Sample Documentation

### 9.1 Field Notes

This section presents the methods of documentation of field work, personnel involved with field efforts, site conditions, activities performed, and other field observations.

#### 9.1.1 Daily Field Reports

Daily field reports (DFRs) will be completed by SHN field personnel daily during the performance of grant-funded work. At a minimum, the following information will be recorded during the collection of each sample:

- Sample location and description
- Stockpile map sketch showing sample location and measured distances
- Sampler name(s)
- Date and time of sample collection
- Designation of sample as composite
- Type of sample (debris)
- Sampling equipment used
- Field instrument readings and calibration
- Field observations and details related to analysis or integrity of samples (for example, weather conditions, noticeable odors, colors, etc.)
- Preliminary sample descriptions
- Sample preservation

In addition to the sampling information, the following specific information will also be recorded in the DFR for each day of sampling:

- Team members and their responsibilities
- Time of arrival/entry on site and time of site departure
- Other personnel on site
- Summary of any meetings or discussions with project-related personnel
- Deviations from sampling plans, site safety plans, and quality assurance protection plan (QAPP) procedures
- Changes in personnel and responsibilities with reasons for the changes
- Levels of safety protection
- Calibration readings for any equipment used and equipment model and serial number

### **9.1.2 Photographs**

Photographs will be taken at the sampling locations. They will serve to verify information entered in the DFR. For each photograph taken, the following information will be written in the logbook or recorded in a separate field photography log:

- Time, date, location, and weather conditions
- Description of the subject photographed
- Name of person taking the photograph

## **9.2 Sample Labeling**

All samples collected will be labeled in a clear and precise way for proper identification in the field and for tracking in the laboratory. A copy of the sample label is included in Appendix 3. The samples will have pre-assigned, identifiable, and unique numbers. At a minimum, the sample labels will contain the following information: station location, date of collection, analytical parameter(s), and method of preservation. Each composite sample will be assigned a unique sample number (Table 10).

## **9.3 Sample Chain-Of-Custody Forms and Custody Seals**

All sample shipments for analyses will be accompanied by a chain-of-custody record. A copy of the form is found in Appendix 3. Form(s) will be completed and sent with the samples for each laboratory and each shipment (each day). If multiple coolers are sent to a single laboratory on a single day, form(s) will be completed and sent with the samples for each cooler.

The chain-of-custody form will identify the contents of each shipment and maintain the custodial integrity of the samples. Generally, a sample is considered to be in someone's custody if it is in someone's physical possession, in someone's view, locked up, or kept in a secured area that is restricted to authorized

personnel. Until the samples are shipped, the custody of the samples will be the responsibility of SHN field personnel. The sampling team leader or designee will sign the chain-of-custody form in the “relinquished by” box and note date, time, and air bill number.

A self-adhesive custody seal will be placed across the top of each sample container. A copy of the seal is found in Appendix 3. The shipping containers in which samples are stored (usually a sturdy picnic cooler or ice chest) will be sealed with self-adhesive custody seals any time they are not in someone’s possession or view before shipping. All custody seals will be signed and dated.

## **10.0 Quality Control**

### **10.1 Field Quality Control Samples**

EPA recommendations include collection of field quality control samples at a rate of one quality control sample for every 20 samples collected. Because only four ISM composite samples will be collected, two of which will serve as field duplicates, the proposed approach will satisfy the recommended number of field quality control samples.

#### **10.1.1 Assessment of Field Contamination**

Assessment of field contamination will not be performed.

##### **10.1.1.1 Equipment Blanks**

The analysis of a field blank will be completed to test use of stainless steel trowels during the sampling program. Distilled water will be poured over clean trowels used in sample collection, then contained in a 250 ml plastic container preserved with nitric acid and analyzed for metals outlined in Table 9.

##### **10.1.1.2 Field Blanks**

The analysis of a methanol field blank will be completed due to VOC sample preservation method. A methanol field blank will be collected for analysis each day sampling for VOCs occurs.

##### **10.1.1.3 Trip Blanks**

Not Applicable; VOC samples will be collected in the laboratory environment from composited samples.

##### **10.1.1.4 Temperature Blanks**

For each cooler that is shipped or transported to an analytical laboratory a 40-milliliter volatile organic analysis (VOA) vial will be included that is marked “temperature blank.” This blank will be used by the sample custodian to check the temperature of samples upon receipt.

#### **10.1.2 Assessment of Field Variability**

Duplicate sediment samples will be collected from each stockpile to verify COC concentrations and evaluate concentration variability in target materials for disposal at a landfill or reuse on site. Duplicate sediment samples to be analyzed for VOCs will be placed into appropriately preserved containers by the analytical laboratory following homogenization of the sample by the laboratory. Following homogenization of the sample by the laboratory, a sample for VOC analysis will be collected by laboratory personnel using an EPA

Method 5035-compliant sampling device, anticipated to be ESS Lock N' Load or an equivalent. Samples will be chilled to approximately 4°C immediately upon collection. If samples are preserved with either a methanol or a sodium bisulfate solution, the holding time is two weeks.

Duplicate sediment samples for analysis by EPA Method 8270B will be collected from the homogenized material and transferred from the sample-dedicated homogenization container into four ounce glass jars using a stainless steel trowel. The samples will be chilled to approximately 4°C immediately after collection.

Duplicate sediment samples that are to be analyzed for metals will be homogenized and transferred from the sample-dedicated homogenization container into four ounce glass jars.

Duplicate samples will be preserved, packaged, and sealed in the same manner as other samples of the same matrix. A separate sample number and station number will be assigned to each duplicate, and it will be submitted blind to the laboratory.

## **10.2 Background Samples**

Not Applicable.

## **10.3 Field Screening, Including Confirmation Samples**

Standard operating procedures (SOPs) for XRF field screening shall incorporate the following measures for QC:

1. Allow XRF device to warm up for a minimum of 15 minutes upon start up.
2. Perform device internal self-calibration.
3. Perform blank sample analysis before analyzing field samples, after the system has been turned off and restarted, and at the end of each day using manufacturer-supplied silicon dioxide standard. Blank sample analysis using the silicon dioxide blank provides baseline detection limits of the field screening device.
4. Perform calibration verification checks using a certified standard with concentrations similar to those found within the debris piles once per day. Relative standard deviation should not exceed 20 percent with the exception of chromium (not to exceed 30 percent). If results exceed a 20 percent difference, then manufacturer guidelines for adjusting calibration factors will be performed.

### **10.3.1 Field Screening Samples**

Chemical impacts to coarse materials will be characterized in the field using a hand-held Niton XLp 702A XRF. Coarse materials for XRF characterization will be randomly selected for analysis at a rate equivalent to 10 percent of the volume of each coarse-material stockpile. The exterior surface of coarse materials selected for field screening will be analyzed using the device's "standard bulk" mode, which includes analysis for 15 elements. Results of the analyses include identification of elements, element concentration, and a 2 sigma (95percent) confidence interval.

### **10.3.2 Confirmation Samples (Field Screening)**

In order to confirm XRF field screening results, sediment samples will be analyzed using the hand held XRF, and results for select COCs will be recorded. Sediment samples will then be submitted to the laboratory for analysis by EPA 6010B, to which field screening results can be directly compared. Because four sediment samples will be submitted for this confirmation data will be used to screen coarse materials for reuse onsite, cleaning and reuse onsite, or disposal at an appropriate facility.

## **10.4 Laboratory Quality Control Samples**

Sediment sample volumes will comprise multiple four ounce jars from each sediment stockpile, the anticipated sample volume contains sufficient material for both routine sample analysis and additional laboratory QC analyses. Therefore, a separate soil sample for laboratory QC purposes will not be collected.

Sediment samples for VOC analyses for laboratory QC purposes will be obtained by collecting one duplicate sample from a single sample container in the same way as the original samples, and will be assigned a unique sample number.

Duplicate samples will be collected from each fine material debris stockpile; a total of four sediment samples are proposed for collection during the characterization effort of the two debris sediment stockpiles.

For this sampling event, samples collected at the following locations will be the designated laboratory QC samples:

- For sediment sample AOI-1-2

Sediment sample AOI-1-2 will be used for QA/QC purposes to confirm COC concentrations, because there is known detectable impacts by COCs in the AOI-1 debris pile, and historically reported concentrations are moderate in magnitude.

## **11.0 Field Variances**

Because conditions in the field may vary, it may become necessary to implement minor modifications to sampling as presented in this plan. When appropriate, the QA Officer will be notified and a verbal approval will be obtained before implementing the changes. Modifications to the approved plan will be documented in the sampling project report.

## **12.0 Field Health and Safety Procedures**

A site-specific safety plan has been developed for this project and is included as Appendix 4.

## **13.0 References Cited**

Google Earth. (NR). "Samoa, California" 40.8051198° and -124.194953°. Accessed on November 28, 2017.  
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State of California. (NR). Geotracker website, accessed at:  
([https://geotracker.waterboards.ca.gov/profile\\_report.asp?global\\_id=SL0602377769](https://geotracker.waterboards.ca.gov/profile_report.asp?global_id=SL0602377769))

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<https://www.epa.gov/hw-sw846>

---. (1992). "Guidance for Data Usability in Risk Assessment (Part A) Final: EPA/9285.7-09A." Washington, D.C.: USEPA Office of Emergency and Remedial Response.

---. (1991). "Management of Investigation-Derived Wastes During Site Inspections." NR:EPA.

U.S. Geological Survey. (NR). Eureka 7.5 Minute Quadrangle. NR:USGS.



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**EPA Brownfield Cleanup  
Grant Agreement**

**C**

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>	<b>GRANT NUMBER (FAIN): 99T55301</b>		<b>DATE OF AWARD</b> 09/18/2017
		<b>MODIFICATION NUMBER: 0</b>		<b>MAILING DATE</b> 09/25/2017
		<b>PROGRAM CODE: BF</b>		<b>ACH#</b> 90509
		<b>TYPE OF ACTION</b> New		<b>PAYMENT METHOD:</b> Advance
<b>RECIPIENT TYPE:</b> Special District		<b>Send Payment Request to:</b> Las Vegas Finance Center email: <a href="mailto:lvfc-grants@epa.gov">lvfc-grants@epa.gov</a>		
<b>RECIPIENT:</b> Humboldt Bay HRC District 601 Startare Drive Eureka, CA 95501 EIN: 94-2262845		<b>PAYEE:</b> Humboldt Bay HRC District 601 Startare Drive Eureka, CA 95501		
<b>PROJECT MANAGER</b> Jack Crider 601 Startare Drive Eureka, CA 95501 E-Mail: <a href="mailto:jcrider@humboldtby.org">jcrider@humboldtby.org</a> Phone: 707-443-0801		<b>EPA PROJECT OFFICER</b> Eric Byous 75 Hawthorne Street, SFD-6-1 San Francisco, CA 94105 E-Mail: <a href="mailto:byous.eric@epa.gov">byous.eric@epa.gov</a> Phone: 415-972-3531		<b>EPA GRANT SPECIALIST</b> Veronica Adams Grants Management Section, EMD-6-1 E-Mail: <a href="mailto:adams.veronica@epa.gov">adams.veronica@epa.gov</a> Phone: 415-972-3677
<b>PROJECT TITLE AND DESCRIPTION</b> Brownfields Cleanup Cooperative Agreement This assistance agreement will provide funding to Humboldt Bay Harbor Recreation Conservation District (HBHRCD) to cleanup hazardous debris piles at a Brownfields site at the Redwood Marine Terminal II in Samoa, CA. Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.  This assistance agreement provides the federal funding amount of \$200,000.  Pre-award costs have been approved back to July 1, 2017.				
<b>BUDGET PERIOD</b> 07/01/2017 - 09/30/2020	<b>PROJECT PERIOD</b> 07/01/2017 - 09/30/2020	<b>TOTAL BUDGET PERIOD COST</b> \$292,975.00	<b>TOTAL PROJECT PERIOD COST</b> \$292,975.00	
<b>NOTICE OF AWARD</b>				
Based on your Application dated 12/15/2016 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$200,000. EPA agrees to cost-share 68.27% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$200,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.				
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>		
<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 9 - Grants Management Section, EMD 6-1 75 Hawthorne Street San Francisco, CA 94105		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 9 Superfund Division, SFD-1 75 Hawthorne Street San Francisco, CA 94105		
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>				
Digital signature applied by EPA Award Official Craig A. Wills - Grants Management Officer				<b>DATE</b> 09/18/2017

## EPA Funding Information

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 200,000	\$ 200,000
EPA In-Kind Amount	\$	\$ 0	\$ 0
Unexpended Prior Year Balance	\$	\$ 0	\$ 0
Other Federal Funds	\$	\$ 0	\$ 0
Recipient Contribution	\$	\$ 92,975	\$ 92,975
State Contribution	\$	\$ 0	\$ 0
Local Contribution	\$	\$ 0	\$ 0
Other Contribution	\$	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 292,975	\$ 292,975

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(3)	2 CFR 200 2 CFR 1500 and 40 CFR 33

[illegible]

## Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$41,994
2. Fringe Benefits	\$0
3. Travel	\$406
4. Equipment	\$0
5. Supplies	\$1,800
6. Contractual	\$248,775
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$292,975
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>31.73</u> % Federal <u>68.27</u> %.)	\$292,975
12. Total Approved Assistance Amount	\$200,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$200,000
15. Total EPA Amount Awarded To Date	\$200,000

## Brownfields Cleanup

Table B - Program Element Classification (Non-construction)	Total Approved Allowable Budget Period Cost
1.	\$
2.	\$
3.	\$
4.	\$
5. Administrative costs are prohibited.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
11. Total (Share: Recip <u>31.73</u> % Fed <u>68.27</u> %)	\$
12. Total Approved Assistance Amount	\$



## **Administrative Conditions**

### **EPA General Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-april-27-2017-or-later> These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award. The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions>

#### **A. Annual Federal Financial Report (FFR) - SF 425**

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the U.S. EPA Las Vegas Finance Center (LVFC). The FFR will be submitted electronically to [lvfc-grants@epa.gov](mailto:lvfc-grants@epa.gov) no later than **December 30** of the same calendar year. The form with instructions can be found on LVFC's website at <https://www.epa.gov/financial/grants>.

#### **B. Procurement**

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance 2 CFR Part 200.323 the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

State recipients must follow procurement procedures as outlined in 2 CFR Part 200.317.

#### **C. Six Good Faith Efforts 40 CFR Part 33, Subpart C**

Pursuant to 40 CFR Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

#### **D. Utilization of Disadvantaged Business Enterprises**

##### **General Compliance, 40 CFR Part 33**

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR Part 33.

##### **Fair Share Objectives, 40 CFR Part 33, Subpart D**

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR Section 33.411 some recipients may be exempt from the fair share objective requirements as described in 40 CFR Part 33, Subpart D. Recipients should work with their DBE coordinator if they think their organization may qualify for an exemption.

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000 or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the California State Water Resources Control Board (CSWRCB) as follows:

	MBE	WBE
Construction	2%	1%



Equipment	1%	1%
Services	1%	1%
Supplies	1%	1%

The recipient accepts the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as CSWRCB

#### **Negotiating Fair Share Objectives/Goals, Section 33.404**

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator, Joe Ochab at [Ochab.Joe@epa.gov](mailto:Ochab.Joe@epa.gov), within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120-day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

#### **Contract Administration Provisions, 40 CFR Section 33.302**

The recipient agrees to comply with the contract administration provisions of 40 CFR Section 33.302.

#### **Bidders List, 40 CFR Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR Section 33.501 (b) and (c) for specific requirements and exemptions.

### **E. MBE/WBE Reporting**

#### **General Compliance, 40 CFR Part 33, Subpart E – Reporting Condition**

MBE/WBE reporting is required annually. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category, that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to Disadvantaged Business Enterprise (DBE) Program reporting requirements. Conversely, the recipient must submit to the [GrantsRegion9@epa.gov](mailto:GrantsRegion9@epa.gov) a justification and budget detail within 21 days of the award date demonstrating that this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization under Federal Grants, Cooperative agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions that are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual:" in section 1B of the form. For the final report, recipients must check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30<sup>th</sup> of each year. Final reports are due by October 30<sup>th</sup> or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to [GrantsRegion9@epa.gov](mailto:GrantsRegion9@epa.gov) and assigned EPA Grants Specialist. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's website at <https://www.epa.gov/resources-small-businesses/contract-administration-reporting-form-s-disadvantaged-business>.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33, Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33, Subpart D.

#### **F. Indirect Costs**

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

### **Programmatic Conditions**



**a.** Please see Attachment A for programmatic terms and conditions.

**b. Voluntary Cost Share or Overmatch**

This award and the resulting federal funds and cost share in the amount of \$92,975 is based on estimated costs requested in the recipient's application dated 12/15/16. Included in these costs is a contribution of \$52,975 by the recipient in the form of a voluntary cost-share or overmatch (providing more than any minimum required cost-share) that the recipient included in its proposal dated 12/15/16. The recipient must provide this voluntary cost-share contribution during performance of this award unless the EPA agrees otherwise in a modification to this agreement. While actual total costs may differ from the estimates in the recipient's application, EPA's participation shall not exceed the total amount of federal funds awarded.

**c. Cybersecurity**

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all State or Tribal law cybersecurity requirements as applicable.

(b)(1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(b)(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a

subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

-- End of Document --

**Attachment A**  
**BF-99T55301-0**

**Humboldt Bay Harbor, Conservation and Recreation Dist.**  
**Brownfields Cleanup Grant Terms and Conditions**

Please note that these Terms and Conditions (T&Cs) apply to Brownfields Cleanup  
Cooperative Agreements awarded under CERCLA § 104(k).

**I. GENERAL FEDERAL REQUIREMENTS**

**A. Federal Policy and Guidance**

1. a. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2017 competition for Brownfields cleanup cooperative agreements.
- b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the CERCLA § 104(k). The CAR shall also ensure that cleanup activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations. The CAR must ensure cleanups are protective of human health and the environment.
- c. The CAR must consider whether it is required to conduct cleanups under a State or Tribal response program. If the CAR chooses not to participate in a State or Tribal response program, then the CAR is required to consult with EPA to ensure the proposed cleanup is protective of human health and the environment.
- d. A term and condition or other legally binding provision shall be included in all agreements entered into with the funds, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Part 200.
- e. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours

## **Attachment A**

### **BF-99T55301-0**

and Safety Standards Act, as amended (40 USC § 327-333) the Anti-Kickback Act (40 USC § 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

- f. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration and repair contracts and subcontracts awarded with funds provided under this agreement. For more detailed information on complying with Davis-Bacon please see the Davis-Bacon Addendum to these terms and conditions. *(EPA Project Officer must attach appropriate Davis-Bacon term and condition to this particular cooperative agreement.)*

## **II. SITE OWNERSHIP/RECIPIENT ELIGIBILITY REQUIREMENTS**

### **A. Site Ownership**

1. The CAR may only clean-up sites *it solely owns*. The CAR must retain ownership of the site throughout the period of performance. For the purposes of this agreement, the term “owns” means fee simple title unless EPA Headquarters previously approved a different ownership arrangement.

### **B. Obligations for CARs Asserting a Limitation on Liability from CERCLA § 107**

1. EPA awarded this cooperative agreement to the CAR based on information indicating that the CAR would not use cooperative agreement funds to pay for a response cost at the site for which the CAR was potentially liable under CERCLA § 107. If the CAR is not potentially liable based on its status as either a Bona Fide Prospective Purchaser (BFPP), Contiguous Property Owner (CPO), or Innocent Land Owner (ILO), the CAR must meet certain continuing obligations in order to maintain its status. If the CAR fails to meet these obligations, EPA may disallow the costs incurred under this cooperative agreement for cleaning up the site under CERCLA § 104(k)(7)(C). These continuing obligations include:
  - (1) complying with any land use restrictions established or relied on in connection with the response action at the vessel or facility and not impeding the effectiveness or integrity of institutional controls;
  - (2) taking reasonable steps with respect to hazardous substance releases;
  - (3) providing full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration; and



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- (4) complying with information requests and administrative subpoenas and legally required notices (applies to the criteria for BFPPs and CPOs).

Notwithstanding the CAR's continuing obligations under this agreement, the CAR is subject to the applicable liability provisions of CERCLA governing its status as a BFPP, CPO, or ILO. CERCLA requires additional obligations to maintain the liability limitations for BFPP, CPO, and ILO; the relevant provisions for these obligations include §§ 101(35), 101(40), 107(b), 107(q) and 107(r).

#### **C. Site Substitution and Cleanup Method Changes**

1. The CAR must use funds provided by this agreement to clean up the brownfield site in the EPA approved workplan. The CAR may not substitute a different brownfield site.
2. The CAR may not make substantial changes to the cleanup method described in the workplan, including changes to the expected cleanup are necessary based on public comment or other reasons, without prior EPA approval.

### **III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS**

#### **A. Term of the Agreement**

1. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the CAR's request.
2. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the recipient must implement a corrective action plan approved by the EPA Project Officer. Alternatively, EPA may terminate this agreement under 2 CFR 200.339 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR 200.339. For purposes of cleanup cooperative agreements, "sufficient progress in implementing a cooperative agreement" means that an appropriate remediation plan is in place, institutional control development, if necessary, has commenced, initial community involvement activities have taken place, relevant state or tribal pre-cleanup requirements are being addressed and a solicitation for remediation services has been issued.

#### **B. Substantial Involvement**

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1. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
  - a. Substantial involvement by the EPA generally includes administrative activities by the Project Officer such as monitoring, review of project phases, and approving substantive terms included in professional services contracts.
  - b. Substantial EPA involvement may include review of financial and program performance reports and monitoring all reporting, record-keeping, and other program requirements.
  - c. EPA may waive any of the provisions in Term and Condition III.B.1. at its own initiative or upon request by the CAR. EPA will provide waivers in writing.
2. Effect of EPA's substantial involvement includes:
  - a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or for rights, authorities, and actions under CERCLA or any federal statute.
  - b. The CAR remains responsible for ensuring that all cleanups are protective of human health and the environment and comply with all applicable federal and state laws.
  - c. The CAR remains responsible for ensuring costs are allowable under 2 CFR 200 Subpart E.

#### **C. Cooperative Agreement Recipient Roles and Responsibilities**

1. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields cleanup activities at a particular site, if they do not have such a professional on staff.
2. The CAR is responsible for ensuring that contractors and subrecipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subrecipients and contractors are consistent with the terms and conditions of this agreement.
3. Subawards are defined at 2 CFR 200.92. The CAR may not subaward to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR Part



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200.317 through 200.326. In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition.

4. **Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at [http://www.epa.gov/fem/lab\\_comp.htm](http://www.epa.gov/fem/lab_comp.htm) or a copy may also be requested by contacting the EPA Project Officer for this award.

#### **D. Quarterly Progress Reports**

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within thirty days after each reporting period. These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

Quarterly progress reports must clearly differentiate which activities were completed with EPA funds provided under the Brownfield cleanup cooperative agreement, versus any other funding source used to help accomplish project activities.

In addition, the report shall include brief information on each of the following areas: 1) a comparison of actual accomplishments to the anticipated outputs/outcomes specified in the cooperative agreement workplan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement workplan.

2. The CAR must submit progress report on a quarterly basis to the EPA Project Officer. quarterly progress report must include:



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- a. Summary and status of approved activities performed during the reporting quarter; summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered or difficulties during the reporting quarter that may affect the project schedule.
  - b. An update on project schedule and milestones; including an explanation of any discrepancies from the approved workplan.
  - c. A budget recap summary table with the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the approved workplan.
3. If the CAR makes any subawards under this agreement, then it becomes a pass-through entity under the “Establishing and Managing Subaward” General Term and Condition of this agreement. As the pass-through entity, the CAR must report to EPA on its subaward monitoring activities under 2 CFR 200.331(d), including the following information on subawards as part of the CAR’s quarterly performance reporting:
  - a. Summaries of results of reviews of financial and programmatic reports.
  - b. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
  - c. Environmental results the subrecipient achieved.
  - d. Summaries of audit findings and related pass-through entity management decisions.
  - e. Actions the pass-through entity has taken to correct any deficiencies such as those specified at 2 CFR 200.331(e), 2 CFR 200.207 and the 2 CFR Part 200.338 Remedies for Noncompliance.
4. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR on the specific property under this cooperative agreement.
5. In accordance with 2 CFR 200.328(d)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the approved workplan.

#### **E. Property Profile Submission**

1. The CAR must report on interim progress (i.e., cleanup started) and any final accomplishments (i.e., cleanup completed, contaminants removed, Institution Controls, Engineering Controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as any interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the



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CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize and submit the Property Profile Form instead.

#### **F. Final Technical Cooperative Agreement Report with Environmental Results**

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance*), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement workplan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement workplan.

#### **G. Conflict of Interest**

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subawards that create real or apparent personal conflicts of interest or the appearance of the CAR's lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a subaward to a subrecipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:
  - (i) The affected party,
  - (ii) Any member of his immediate family,
  - (iii) His or her partner, or
  - (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the subrecipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations

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of such standards by affected parties.

#### **IV. FINANCIAL ADMINISTRATION REQUIREMENTS**

##### **A. Cost Share Requirement**

1. CERCLA § 104(k) (9)(B)(iii) requires that the recipient of this cooperative agreement pay a cost share (which may be in the form of a contribution of money, labor, material, or services from a non-federal source) of at least 20 percent (i.e. 20 percent of the total federal funds awarded). The cost share contribution must be for costs that are eligible and allowable under the cooperative agreement and must be supported by adequate documentation.

##### **B. Eligible Uses of the Funds for the Cooperative Agreement Recipient**

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for programmatic expenses necessary to clean up sites. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:
  - a. Ensuring cleanup activities at a particular site are authorized by CERCLA § 104(k) and the EPA approved workplan;
  - b. Ensuring that a cleanup complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k);
  - c. Using a portion of the cooperative agreement funds to purchase environmental insurance for the remediation of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV.C.; and
  - d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subawards to the extent allowable in Section IV.C.2.; and carrying out community involvement pertaining to the cleanup activities.
2. **Local Governments Only.** No more than 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for brownfields program development and implementation (including monitoring of health and institutional controls) as described in the EPA-approved workplan. The CAR must maintain records on funds that will be used to carry out its EPA approved workplan to ensure compliance



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with this requirement.

#### **C. Ineligible Uses of the Funds for the Cooperative Agreement Recipient**

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
  - a. Pre-cleanup environmental assessment activities such as site assessment, identification, and characterization with the exception of site monitoring activities that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup;
  - b. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action;
  - c. Construction, demolition, and site development activities that are not cleanup actions (e.g., marketing of property or construction of a new facility or addressing public or private drinking water supplies that have deteriorated through ordinary use);
  - d. Job training unrelated to performing a specific cleanup at a site covered by the cooperative agreement;
  - e. To pay for a penalty or fine;
  - f. To pay a federal cost share requirement (for example, a cost-share required by another federal grant) unless there is specific statutory authority;
  - g. To pay for a response cost at a brownfields site for which the CAR is potentially liable under CERCLA § 107;
  - h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the cleanup; and
  - i. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR 200 Subpart E.
2. Under CERCLA § 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs incurred by the CAR under 2 CFR Part 225 (for state, local and tribal governments) or 2 CFR Part 230 (non-profit organizations), as applicable.
  - a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to

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comply with most provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR 200 and 1500. Direct costs for cooperative agreement administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the CAR is required to carry out the activity under the cooperative agreement. Costs incurred to report quarterly performance to EPA under the cooperative agreement are eligible.

b. Ineligible cooperative agreement administration costs include direct costs for:

- (1) Preparation of applications for brownfields grants;
- (2) Record retention required under 2 CFR 1500.6;
- (3) Record-keeping associated with equipment purchases required under 2 CFR 200.313;
- (4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR 200.308;
- (5) Maintaining and operating financial management systems required under 2 CFR 200.302;
- (6) Preparing payment requests and handling payments under 2 CFR 200.305;
- (7) Non-federal audits required under 2 CFR 200 Subpart F; and
- (8) Close out under 2 CFR 200.343.

3. Cooperative agreement funds may not be used for any of the following properties:

- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
- b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
- c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
- d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.



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#### **D. Interest-Bearing Accounts and Program Income**

1. The CAR must deposit advances of cooperative agreement funds and program income (i.e. fees) in an interest bearing account.
  - a. For interest earned on advances, CARs are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.
  - b. Any program income earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 2 CFR 200.307 and 2 CFR 1500.7, as applicable.
  - c. Interest earned on program income is considered additional program income.
  - d. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR 1500.8.

## **V. CLEANUP ENVIRONMENTAL REQUIREMENTS**

#### **A. Authorized Cleanup Activities**

1. The CAR shall prepare an analysis of brownfields cleanup alternatives (ABCA) or equivalent state Brownfields program document which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options in light of reasonably foreseeable changing climate conditions (e.g., sea level rise, increased frequency and intensity of flooding and/or extreme weather events, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.

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2. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the CAR shall consult with EPA regarding potential applicability of the National Historic Preservation Act (NHPA) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

#### **B. Quality Assurance (QA) Requirements**

1. This grant includes the performance of environmental measurements, therefore, a QA Plan, a Sampling and Analysis Plan, or other comparable document covering QA activities, must be prepared before any sampling or cleanup activities at the site may begin. An example of a comparable document is a Sampling Plan approved by the state oversight authority. If the document submitted does not meet EPA's basic information requirements, an addendum or supplemental Sampling and Analysis Plan may be required before sampling work may begin. The recipient should consult with the Region 9 Quality Assurance Office at 415-972-3411 to determine if a QA document is required. The Quality Assurance Manager will determine what type of QA documentation would be most appropriate and what QA guidance should be followed if a document is required. The QA Plan must be approved by the EPA Project Officer, the Region 9 Quality Assurance Manager, and the recipient's Quality Assurance Officer before measurement activities are undertaken. Typically, measurement activities must be described by the type of media (soil, water, air), by the phase of the project (i.e.: sampling backfill material, air monitoring during removal work, confirmation sampling), and by location.

#### **C. Community Relations and Public Involvement in Cleanup Activities**

1. All cleanup activities require a site-specific community relations plan that includes providing reasonable notice, opportunity for involvement, response to comments, and administrative records that are available to the public.
2. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan, which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed. Specifically:
  - a. If any document, fact sheet, and/or web material are developed as part of this cooperative agreement, then they shall include the following statement: "Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of EPA."
  - b. If a sign is developed, as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or



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in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at: <http://www.epa.gov/ogd/tc.htm>.

3. The CAR agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
4. To increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

#### **D. Administrative Record**

1. The CAR shall establish an administrative record that contains the documents that form the basis for the selection of a cleanup plan. Documents in the administrative record shall include an ABCA with reasonable alternatives including no action; site investigation reports; the cleanup plan; cleanup standards used; responses to public comments; and verification that shows that cleanup is complete. The CAR shall keep the administrative record available at a location convenient to the public and make it available for inspection. The administrative records must be retained for three years after the termination of the closeout agreement subject to any requirements for maintaining records of site cleanups ongoing at the time of termination.

#### **E. Implementation of Cleanup Activities**

1. The CAR shall ensure the adequacy of each cleanup in protecting human health and the environment as it is implemented.
2. If the CAR is unable or unwilling to complete the cleanup, the CAR shall ensure that the site is secure. The CAR shall notify the appropriate state agency and the EPA to ensure an orderly transition should additional activities become necessary.

#### **F. Completion of Cleanup Activities**

1. The CAR shall ensure that the successful completion of a cleanup is properly documented. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows cleanup is complete. This documentation needs to be included as part of the

administrative record.

## **VI. OTHER REQUIREMENTS**

### **A. Inclusion of Additional Terms and Conditions in Cleanup Documents**

1. The CAR shall meet the cleanup and other program requirements of the cleanup cooperative agreement including:
  - a. In accordance with 2 CFR 1500.11, the CAR shall maintain records for a minimum of three years following completion of the cleanup financed all or in part with cleanup cooperative agreement funds. The CAR shall provide access to records relating to cleanups supported with cleanup cooperative agreement funds to authorized representatives of the Federal government.
  - b. The CAR has an ongoing obligation to advise EPA if they are assessed any penalties resulting from environmental non-compliance at the site subject to this agreement.

## **VII. PAYMENT AND CLOSEOUT**

For the purposes of these terms and conditions, the following definitions apply: “payment” is the EPA’s transfer of funds to the CAR; “close out” refers to the process that EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

### **A. Payment Schedule**

1. **Alternate 1.** If the approved budget for the project includes a substantial amount of construction costs, EPA will pay the CAR on a reimbursement basis. The CAR must submit documentation of obligations and expenses incurred under the agreement to the EPA Project Officer for approval prior to obtaining payment from EPA.
2. **Alternate 2.** If the approved budget for the project includes construction costs, EPA will pay the CAR on a progress payment basis according to an approved schedule provided the recipient can document that it incurred costs that require disbursements equal to the amount of the progress payment.
3. **Alternate 3.** (Approved budget does not include construction costs) The CAR will be paid in advance provided it has funds management controls in place which meet the requirements of 2 CFR 200.302, as applicable.

### **B. Schedule for Closeout**



1. Closeout will be conducted in accordance with 2 CFR 200.343. EPA will close out the award when it determines that all applicable administrative actions and all required work of the under the cooperative agreement have been completed.
2. The CAR, within 90 days after the expiration or termination of the grant, must submit all financial, performance, and other reports required as a condition of the cooperative agreement 2 CFR Part 200.
  - a. The CAR must submit the following documentation:
    - (1) The Final Technical Cooperative Agreement Report as described in Section III.F. of these Terms and Conditions.
    - (2) A Final Federal Financial Report (FFR - SF425). Submitted to:

US EPA, Las Vegas Finance Center  
4220 S. Maryland Pkwy, Bldg C, Rm 503  
Las Vegas, NV 89119  
<https://www.epa.gov/financial/grants>
    - (3) A Final MBE/WBE Report (EPA Form 5700-52A). Submitted to the regional office.
  - b. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile Forms are submitted to the Region.
  - c. The CAR must immediately refund to EPA any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other cooperative agreements.