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



Port of Humboldt Bay

REQUEST FOR PROPOSAL

Lease of Redwood Marine Terminal I

The Port of Humboldt Bay ("Port"), Eureka, California, is issuing this Request for Proposals ("RFP") for the lease of the Redwood Marine Terminal I ("RMT I").

**Proposal Information**

<b>Proposal Title</b>	Lease of Redwood Marine Terminal I
<b>Proposal Type</b>	Lease or other form of Property Rental Agreement
<b>Length of Term</b>	Up to 66 Years
<b>RFP Issuance</b>	August 21, 2019
<b>Newspaper Publication</b>	August 23, 2019
<b>Pre-Proposal Meeting</b>	September 16, 2019 at 9:00 a.m. (NON-MANDATORY)
<b>Site Tour</b>	Week of October 7 – October 11, reservations are required for the site tour unless other arrangements are made. Please contact Larry Oetker, Executive Director (707)443-0801
<b>Proposals Due</b>	November 1, 2019 at 4:00 p.m.

**Instructions for Submitting Proposals**

<b>Submittal Address</b>	Humboldt Bay Harbor, Recreation, and Conservation District Attention, Larry Oetker, Executive Director 601 Startare Drive Eureka, CA 95521
<b>Submittal Copies</b>	Three (3) original (clearly marked Original) paper versions and five (5) electronic copies USB drive

<b>Submittal Envelope Requirements</b>	Proposal must be <u>sealed</u> and have the following information <u>clearly marked</u> and visible on the outside of the envelope: <ul style="list-style-type: none"> <li>• Proposal Name: Lease of Redwood Marine Terminal I</li> <li>• Name of Company</li> <li>• Address</li> <li>• Phone Number</li> <li>• E-mail address</li> </ul>
<b>Late Submittals</b>	Proposals received after the time and date stated above shall not be considered and will be returned to the Respondent unopened.

### How to Obtain Proposal Documents

Copies of the RFP may be obtained at:

<b>Available</b>	<b>Location</b>
<b>Yes</b>	Humboldt Bay Harbor, Recreation, and Conservation District Attention, Larry Oetker, Executive Director 601 Startare Drive Eureka, CA 95521
<b>Yes</b>	Navigate to the Port of Humboldt Bay main website at: <a href="http://humboldtbay.org/">http://humboldtbay.org/</a> , then scroll down on the left hand side of the home page to "Current Items" and click on "Request for Proposals Lease of Redwood Marine Terminal I" to download the RFP.

### Questions about the Proposal

Questions and/or Requests for Information ("RFI") must be submitted in writing and can be submitted by fax or email as follows:

<b>Primary Contact</b>	Larry Oetker, Executive Director Email: <a href="mailto:loetker@humboldtbay.org">loetker@humboldtbay.org</a> Phone: (707)443-3401
<b>Question/RFI Due Date for All Proposer Questions</b>	<b>September 21, 2019 at 4:00 p.m.</b> Please submit questions as soon as possible. No questions regarding this RFP will be responded to if received after the above date. All pertinent questions will be responded to and answered in writing no later than the Response Date listed below.

<p><b>Port Responses to Questions</b></p>	<p><b>September 25, 2019</b></p> <p>All pertinent questions will be responded to via addendum faxed (or emailed) to all prospective Proposers and placed on the Port's website. Proposers who do not receive a copy of the addendum should download it from the Port's website. All addendums must be acknowledged on the RFP Acknowledgement and Signature form.</p>
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Once the RFP is issued, and until a recommendation for award is made to the Board, each Proposer and its representatives, agents, and affiliates, shall not contact members of the Evaluation Committee, Port staff or the Port Board to discuss or ask questions about the contents of this RFP, the lease or the selection process. All questions shall be submitted in writing as described above. Inappropriate contacts may result in the Proposer's disqualification.

**Full Opportunity**

The Port's policy prohibits discrimination or preferential treatment because of race, color, religion, sex, national origin, ancestry, age (over 40), physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation. The successful Respondent shall comply with the Port's non-discrimination policy.

The Port reserves the right to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of the Port.

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*Larry Oetker, Executive Director*

**I. Solicitation Overview**

**1) Port Overview**

The Harbor entrance is 48 ft. deep and the shipping channel is 38 ft. deep. The port contains 9 deep draft berths. 15 percent of Humboldt Bay's 33 miles is considered appropriate for harbor facility development. State Route 299 is STAA truck approved and US Highway 101 south is STAA approved with the exception of approximately 10 miles. Redwood Marine Terminal I cargo handling facilities are currently in disrepair. The federal Navigation channel at Redwood 1 terminal currently is established at 38 ft. depth. An approximately 6.3 acre 1100 ft. length berth, wood dock, with approximately 75 acres of industrial land (41 acres Harbor District and 34 acres adjacent willing property owner), 2 warehouses, and a 2 ton crane. It is currently being used for various purposes including aquaculture and fisheries storage. These uses will be required to be relocated to acceptable locations prior to constructing new facilities. The long-term goal for the terminal is to repurpose the area into a

Multipurpose Marine Terminal to support the proposed offshore wind energy development which is proposed by the federal Bureau of Offshore Energy Management (BOEM) 30 miles offshore of Humboldt Bay and other maritime industries.

The port was classified as a potential Quick Reaction Port (QRP) for Offshore Floating Wind "OFW" and Marine Hydrokinetic (MHK), a potential fabrication and construction port for offshore floating wind and marine hydrokinetic, and an assembly port for offshore floating wind Semi-Sub and Tension Leg Platform "TLP", and marine hydrokinetic by BOEM.

The port's biggest assets related to offshore floating wind and marine hydrokinetic development (land, no air draft restriction, and navigation channel geometry, proximity to the ocean), show that assembly and quick reaction facilities are feasible with some significant facility upgrades. Anchor handling tugs, bulk carriers, and other offshore construction vessels can also potentially be accommodated, but may require upgrades to upland facilities such as crane capability. Offshore floating wind assembly could be conducted quayside of Redwood Marine Terminal I if new purpose built facilities such as construction of a new concrete wharf. The site also has the potential for marine hydrokinetic construction and assembly with wharf upgrades (bearing capacity, crane).

The Redwood Marine Terminal I property has additional heavy industrially zoned land directly adjacent to the Districts property that are also potentially available for lease. An overview of the Port and Site(s) are included as Exhibit B.

## **2) Solicitation**

The Port is soliciting proposals for the development, use, and occupancy of Redwood Marine Terminal I (the "Site").

The Port anticipates that the Site will be available for rent immediately. The Port will consider all proposed durations of term for use and occupancy of the Site; however, the Port is limited by the California Tidelands Trust law to a maximum term of duration of 66 years for any property rental agreement.

It is anticipated that the Board of Humboldt Bay Harbor, Recreation, and Conservation District will consider awarding an agreement to occupy and use the Site to the successful Proposer(s). This agreement may take the form of a option to lease agreement or other property rental agreement (collectively referred to herein as "lease"). Key lease provisions are provided as Exhibit A.

All Proposers must comply with the terms and conditions set forth in this RFP.

## **3) Solicitation Goals**

The Port's goals for the Site are as follows:

- a) Develop a new multipurpose terminal and associated facilities to support the offshore floating wind industry and other maritime uses.
- b) Increase maritime commerce and utilization of the Site
- c) Maximize the indirect economic benefit from Port operations to the surrounding local community and region; and
- d) Secure business that supports, enhances, or diversifies current maritime operations, and is compatible with the Port's maritime operation;
- e) Maintain and enhance environmental protection and the regions quality of life;
- f) Maximize revenues from the use and operation of the Site;
- g) Relocate the existing aquaculture and commercial fishing storage areas to better facilities
- h) Comply with and support the Port's policies.

#### **4) Condition of Property and Future Improvements**

The successful Proposer must be prepared to take possession and use of the Site in its "as-is, where-is, with all faults" condition, including without limitation, environmental compliance and with the existing cranes in place on the Site.

The Proposer will be responsible for all capital improvements, including without limitation the construction, financing, and maintenance of all such improvements. The Proposer will be responsible for obtaining all applicable permits and other entitlements for such improvements.

## **II. Submission Requirements**

### **Format**

The Proposal shall not be longer than 30 pages (one sided or 15 pages double sided), printed on 8 ½" x 11" paper and formatted in no smaller than 10 point font. Please label your responses 1 through 10, in the order presented below. All submitted material must be bound with only one staple or binder clip in the upper left corner. Please no binders or any other type of binding. Submittals must be able to fit into a 9 x 11.5 inch folder. Failure of the Respondent to provide any information requested in the RFP may result in rejection for non-responsiveness.

### **Content**

The proposal must respond to the following 10 items. Please label your responses 1 through 10, in the order presented below. Responses to items 1 through 9 of this section are subject to the 30 page limit.

#### **1) Cover Letter and Company Information**

The proposal must provide the following Proposer and team member information:

- a) Cover letter
- b) Name of your company (including the name of any parent company), business address, email address, Federal Tax ID number, telephone and fax numbers. Also provide a brief statement of who is authorized to submit the proposal on the behalf of your firm. Please make sure that person signs and dates the statement.
- c) A description of the Proposer, including a description of all team members and

the anticipated legal relationship among the team members. Include the location (address) of each team member.

- d) A brief outline of the roles of each team member. At a minimum, each Proposer must identify all participants of its team and the team members who will have primary responsibility for facility operations, customer relationships, financial matters (including capital improvements) and relations with the Port.
- e) The identity of each individual or company who holds a major or controlling interest in the Proposer and each team member.
- f) The identity of each company and individual who is expected to act as legal, financial, or other advisor for the Proposer.
- g) An organizational chart that illustrates the roles and relationships identified in (b) – (e).
- h) Provide a written statement that your company has not been debarred from providing services to any State or Federal Agency within the last five (5) years. Sign and date your statement.  
If your firm has been debarred, you will need to provide background information and reason for the debarment. Provide the name and contact information for the agency that debarred your firm. The Port must review the reason and duration for the debarment before it can determine if your firm can be considered for this project.

## 2) Knowledge and Experience

Provide relevant information about your company's knowledge and experience. By providing reference/client information, you authorize us to contact such clients.

- a) OPERATION: A list of comparable operations and development projects in the marine, rail, surface transportation and/or other similar sector in which the Proposer and each team member have participated (limited to the last 10 years). Proposers should specify how these comparable projects and/or operations relate to the proposed Project. Provide a description of each project:
  - i) Brief description
  - ii) Cost to implement, revenue generated
  - iii) Nature of the operations
  - iv) Other value-related information that may be pertinent
- b) A list of at least three current Proposer and team member references, which may not include other team members. These references should be able to describe the relevant qualifications and capabilities of team members looking to take a leading role in the operation, maintenance, financing and capital development of the Project. Include names, addresses, and contact information.

## 3) Land Area Intended to Use/Occupy

The proposal must indicate:

- a) If the proposal is for the entire Site or only portions of it
- b) If the proposal is only for a portion of the Site, the Proposer must specify with maps and/or aerial photos what portion of the Site the Proposer is proposing to

use and occupy

#### **4) Term of Occupancy**

The proposal must state the proposed term of the lease, including any options to extend the term. Maximum allowable term is 66 years.

#### **5) Intended Use of the Site**

The Port is seeking to secure business that supports, enhances, or diversifies current maritime operations, and is compatible with the Port's current maritime operations. The proposal must state the proposed primary use of the Site as well as any secondary uses proposed. As stated in the Project Overview, the Port is soliciting proposals to support the proposed offshore floating wind industry.

The statement of proposed primary and any secondary uses must also describe in detail:

- a) The proposed operations of each use
- b) Business plan, key customers, market conditions to support the activities proposed.
- c) Type and amount of equipment and structures that will be needed for such operations.
- d) Hours of operation
- e) Estimated schedule for reaching full operations
- f) A map or site plan showing anticipated operations
- g) Estimated direct and indirect economic benefit from the proposed use of the Site to the surrounding local community and region. Please include estimated direct and in-direct employment projections over the term proposed

#### **6) Improvements**

State what improvements the Proposer proposes developing during the term of the lease, including, without limitation:

- a) Any buildings, utility systems, berth deepening, repaving, or other construction activities.
- b) A proposed site plan showing the general location of each improvement on the premises.
- c) A schedule of performance showing:
  - i. Types of permits/approvals from regulatory agencies the Proposer anticipates will be necessary to secure for the proposed use and improvements
  - ii. When the Proposer anticipates securing all permits, approvals, and financing for such improvements
  - iii. When the Proposer plans to begin construction of such improvements
  - iv. When such improvements will be completed
  - v. Amount and form of financing/funding

## **7) Rent**

The proposal must state the proposed rent for all portions of the Site that the Proposer proposes to use and occupy during the term of the lease, including without limitation:

- a) Proposed commencement date for payment of rent to the Port
- b) Proposed amount of minimum rent
- c) Proposed frequency of minimum rent
- d) Proposed variable rent (e.g., "participation rent" or "profit sharing"), if any
- e) Proposed rent escalators, including frequency and basis

For any proposed variable rent based on revenues or other basis, describe in detail how such percentage rent would be calculated. If the proposal is for multiple portions of the site to be operated by different entities, provide the above information for each portion of the Site.

## **8) Financial Capacity**

The proposal shall include:

- a) Evidence satisfactory to the Port of the Proposer's financial capacity to carry out and implement every aspect of the Proposer's proposal, including, without limitation:
  - i. Development and maintenance of any proposed improvements
  - ii. Purchase or acquisition of all necessary equipment and materials
  - iii. Compliance with all environmental or other regulatory requirements that may apply to the proposed use and operation of the premises.
- b) Audited financial statements for the last available year; if audited statements are not available, please provide unaudited statements and certification of the Chief Financial Officer (or equivalent) as to the unaudited financial statements.

## **9) Additional Information**

The proposal shall include additional information the Proposer believes is necessary to more fully describe the intended use and occupancy of the Site, so long as such additional information does not exceed the maximum page limit set forth in this RFP and is not redundant with Items 1 through 8 above.

## **III. Evaluation of Proposals**

Prior to award, the Port must be assured that the Respondent selected has all of the resources required to successfully perform under the contract. These assurances include, but are not limited to, personnel with skills required, equipment/materials and financial resources sufficient to perform under the award. If during the evaluation process, the Port is unable to assure itself of the Respondent's ability to perform, the Port has the option of requesting from the Respondent any information that the Port deems necessary to determine the Respondent's capabilities. If such information is required, the Respondent will be notified and will be permitted five (5) working days to submit the requested

information.

Please make sure you have submitted responses to all items listed in the Submission Requirements section, as your proposal will be evaluated based on the following four criteria:

### **1) Evaluation Criteria**

#### Cover Letter, Company Information, Knowledge and Experience

As evidenced from Items 1 and 2 of Submission Requirements, Content.

#### Plan and Approach

As evidenced from your response to Items 3 through 6 of Submission Requirements.

#### Proposed Rent and Financial Capacity

As evidenced from your response to Items 7 and 8 of Submission Requirements.

#### Additional Information, Port Policy Requirements, and Required Forms

As evidenced from your response to Items 9 and 10 of Submission Requirements.

### **2) Selection Procedure**

All proposals received by the deadline which meet the RFP's requirements will be evaluated. The Port reserves the right to exercise broad discretion in the review and evaluation of all proposals received based on the evaluation criteria listed above. Based on the responses to this RFP, the Port will determine the top ranked Respondents. The selection process may include interviews (at the discretion of the Port) for the top ranked Respondents. If interviews are to take place, the Port will notify the top ranked Respondents. The Port currently expects that it will designate up to three top ranked Respondents ("Shortlisted Proposers").

The Port expects to designate the Shortlisted Proposer(s) approximately one month following the RFP submission deadline. After identifying the Shortlisted Proposer(s), one or more Shortlisted Proposers will then sign a confidentiality agreement with the Port and be invited to one-on-one meetings with the Port to negotiate the final terms and conditions of the lease. The Port currently expects to complete negotiations by December 1, 2019 but may end such negotiations earlier and opt to negotiate with other Shortlisted Proposer(s) at any time.

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

The Port and its advisors are not responsible for costs or damages incurred by Proposers, Shortlisted Proposers, Teams, team members, subcontractors or other interested persons in connection with this solicitation process, including all costs associated with preparing responses to this RFP, and of undertaking due diligence and participating in any conferences, meetings, presentations, negotiations or other activities.

#### **IV. Additional Provisions**

The terms "Consultant", "Contractor", "Proposer", "Respondent", "Seller", "Supplier", and "Vendor" whenever appearing in this RFP or any attachments, are used interchangeably to refer to the company or firm submitting a proposal in response to this RFP.

**A. Port's Legal Name and Jurisdiction**

The Port of Humboldt Bay (the "Port") is legally known as the Humboldt Bay Harbor, Recreation, and Conservation District.

**B. Ownership of Proposal**

All rights to information developed, disclosed, or provided in a proposal and its attendant submissions are the property of Port, unless a Respondent makes specific reference to data that is considered proprietary. To the extent that a Respondent does not make specific reference to data that is considered proprietary, submission of an RFP constitutes the Respondent's express (a) grant and assignment of a perpetual, transferable (in whole or in part), non-exclusive royalty-free license to the Port for copyright, patent, or other intellectual property right (collectively referred to as "intellectual property"), and (b) agreement that the Port may use any such intellectual property without charge for any lawful purpose in connection with other Port development projects, including without limitation the creation of derivative works and issuance of sublicenses.

**C. Public Records Act**

Per the Public Records Act (Gov. Code 6250 et seq.), the Port may be obligated to make available to the public the submitted proposal and all correspondence and written questions submitted during the RFP process. However, such disclosure shall not be made prior to the date on which the Port publishes a final Board agenda report recommending award of the contract. Any trade secrets or proprietary financial information, which a Respondent believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.

The Port reserves the right to independently determine whether any document is subject to disclosure and to make such information available to the extent required by applicable law, without any restriction

**D. Port's Right to Modify**

Respondents are advised that the Port has not incurred any obligations or duties in soliciting this RFP. The Port reserves the right to reject any or all proposals submitted in response to this RFP; to request additional information or clarification of information submitted; to cancel or modify, in part or in its entirety, this RFP; to request new RFPs or pursue any other means for obtaining the desired services; to waive any informalities or minor irregularities in the RFP, and other inconsequential deviations from the RFP's requirements. The Board of Port Commissioners retains the right, exercising broad discretion, to award this project in part or in total to the Respondent(s) of its choice, and to decide to undertake the project or to terminate the project at any time prior to approval of a formal contract.

**E. Conflicts of Interest**

By submitting a proposal, the Respondent represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections in connection with its proposal. Respondent also represents that its proposal has completely disclosed to the Port all facts bearing upon any possible interests, direct or indirect, which Respondent believes any member of Port, or other officer, agent or employee of Port or any department presently has, or will have, in any agreement arising from this RFP, or in the performance thereof, or in any portion of the profits there under. Willful failure to make such disclosure, if any, shall constitute ground for rejection of the proposals or termination of any agreement by Port for cause. Respondent agrees that if it enters into a contract with the Port, it will comply with all applicable conflict of interest codes adopted by the Port of Humboldt Bay and their reporting requirements.

**F. Cost of Preparing a Response**

All costs for developing a response to this RFP and attending any proposal meetings or selection meetings are entirely the responsibility of the Respondent and shall not be chargeable to the Port.

**G. Law Compliance**

The Respondent must comply with all laws, ordinances, regulations and codes of the Federal, State, and Local Governments, which may in any way affect the preparation of proposals or the performance of the contract.

**H. Respondent's Relationship**

The Respondent's relationship to the Port shall not be deemed that of an employee, agent, or joint venture of the Port.

**I. Proposal Considerations and Legal Proceeding Waiver**

The Port has absolute discretion with regard to acceptance and rejection of proposals. In order to be considered, the party submitting a proposal waives the right to bring legal proceedings challenging the Board of Port Commissioners' choice of the award.

**J. False Statements**

False statements in a proposal will disqualify the proposal.

**K. Grade of Service**

The Respondent must provide professional service and maintain appropriate personnel to provide expedient and courteous service.

**L. The Respondent's Liability**

The Respondent shall be responsible for any and all damages to the Port's premises resulting from the negligent acts or willful misconduct of the Respondent's agents or employees.

**M. Amendments**

The Port may, at its sole discretion, issue amendments to this RFP at any time before the time set for receipt of proposals. The Respondents are required to acknowledge receipt of any amendments (addenda) issued to this RFP by acknowledging the Addendum in the space provided on the RFP

Acknowledgement and Signature Form. The Port shall not be bound by any representations, whether oral or written, made at a pre-proposal, pre-contract, or site meeting, unless such representations are incorporated in writing as an amendment to the RFP or as part of the final contract. All questions or requests for clarification concerning material terms of the contract should be submitted in writing for consideration as an amendment.

**N. Withdrawal or Modification of Offers**

The Respondent may modify or withdraw an offer in writing at any time before the deadline for submission of an offer.

**O. Acceptance**

Any offer received shall be considered an offer which may be accepted or rejected, in whole or in part, by the Port based on initial submission with or without discussions or negotiations.

**P. Representations**

No representations or guarantees of any kind, either made orally, or expressed or implied, are made with regard to the matters contained in this document, including any attachments, letters of transmittal, or any other related documents. The Respondent must rely solely on its own independent assessment as the basis for the submission of any offer made.

**Q. Award Consideration**

The Port shall not be bound to accept or award to the highest paying proposal and will award the contract (if any) to the company/firm selected through the competitive process (and any subsequent interviews) outlined in this RFP.

**R. Protest Procedures**

Any party that has timely submitted a responsive proposal may file a protest of award in accordance with the provisions set forth below:

1. Any protest must be submitted in writing to Larry Oetker, by 5:00 p.m. of the fifth (5th) business day following publication of the identity of the apparent successful Proposer(s) (or of notice of intended award, if such notice is issued).
2. The protest must include the name, address and telephone number of the person representing the protesting party.
3. The initial protest document must contain a complete statement of the basis for the protest, including in detail, all grounds for protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the protest; any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

Any protest not conforming to the foregoing shall be rejected by the Port without recourse.

Provided that a protest is filed in strict conformity with the foregoing, protests shall be heard initially by the Executive Director, or his/her designee, who shall issue a written report and a recommended disposition of the protest, including written findings of fact and any conclusions of law. The Board of Port Commissioners (Board) may then ratify the Executive Director's (or his/her designee's) recommendations or conduct such further review of the protest, as

the Board may determine. The Board will render a final determination and disposition of a protest by taking action to adopt, modify or reject the disposition of a protest. Action by the Board relative to a protest shall be final and not subject to appeal or reconsideration by Protestor, the Port, any employee or officer of the Port or the Board of Port Commissioners.

## RFP Acknowledgement and Signature Form

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### Lease of Redwood Marine Terminal I

The undersigned, having carefully examined the Site to be used and occupied, the local conditions of the Site, the Content of this RFP, and documents made available for this project, proposes to enter into a lease with the Port of Humboldt Bay consistent with the requirements in this RFP, including all of its component parts, and to comply with all applicable Port policies.

### Addendum Acknowledgement

The following addendum (addenda) is (are) acknowledged in this RFP: \_

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### Acknowledgement and Signature:

1. No Proposal is valid unless signed in ink by the person authorized to make the proposal. By signing below, the undersigned certifies that he/she is authorized to make the proposal.
2. I have carefully read, understand and agree to the terms and conditions on all pages of this RFP.
3. The Proposal submitted by Proposer is accurate and complete.

Respondent's Name and Title: \_

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Company Name: \_

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Address: \_

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Telephone: \_\_\_\_\_ Fax: \_

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

Contractor License # (if applicable): \_\_\_\_\_ Expiration Date: \_

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Federal Tax Identification Number: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_

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## EXHIBIT A – Key Lease Provisions

The actual form and content of the lease or other property rental agreement (collectively referred to herein as the “lease”) between the Port and the successful Proposer will depend on what the successful Proposer has proposed and what the Port has accepted. The list below is intended to give each Proposer a sense of the type of provisions that the Port will require to be incorporated into such lease. For purposes of the table below, the successful Proposer is referred to as the “Tenant.” The table below is not intended to be comprehensive of all lease provisions.

<u>Provision</u>	<u>Description</u>
Effective Date	The lease shall not be effective unless and until the Tenant has signed and delivered three (3) originals of the lease to the Port, and the lease has been formally approved by the Board of Port Commissioners in its sole and absolute discretion and signed and approved as to form and legality by the Port Attorney.
Permitted Uses	The permitted uses of the Premises will be based upon what the Tenant sets forth in its proposal. The permitted uses will also include a detailed description of Tenant’s proposed operations while using and occupying the Premises.
Term	The term of the lease will be the number of years that the Board of Port Commissioners approves based upon the Tenant’s proposal and staff’s recommendation.
Compensation/Rent	The amount that Tenant pays to the Port for the right to use and occupy the Premises shall include at least a minimum annual compensation or “Base Rent.” The compensation or rental provisions may include other forms of rent, such as a percentage rent or participation rent. The amount of Base Rent and/or other forms of rent shall depend on the Tenant’s proposal and staff’s recommendation to the Board.
Condition of Premises	Tenant will take the Premises, including, without limitation, all improvements thereon, in its “as-is, where-is, with all faults” condition.
Environmental Responsibilities	The lease will contain a detailed environmental exhibit describing the Tenant’s obligations with respect to environmental matters which will address all forms of environmental media, including, without limitation, air, soil, groundwater, surface water, storm water and noise. The environmental exhibit will also address the Tenant’s obligations with respect to pre-existing contamination on the Premises.
Equipment	The Port shall have no responsibility for providing any equipment that may be necessary or desirable for Tenant’s use and occupation of the Premises. Tenant shall be solely responsible for acquiring any equipment necessary or desirable for Tenant’s use and occupation of the Premises, all at no cost to the Port.
Responsibility for Capital Improvements	The Premises contain certain improvements that will have been disclosed to Tenant prior to entering into the lease. The Port will have no responsibility for providing any other improvements or for removing any existing improvements that Tenant does not wish to use. Tenant shall not construct any capital improvements on the Premises without the Port’s prior express written consent,

	and if Tenant constructs any improvements with Port's prior written consent, Tenant shall be solely responsible for permits, entitlements, and other government approvals for such improvements (including, without limitation, any approvals required under the California Environmental Quality Act), as well as for all costs associated with the design, construction, maintenance, and operation of such improvements.
Maintenance & Repairs	Tenant shall be responsible for the maintenance and repair of the Premises, including, without limitation, all improvements thereon at the time of the commencement of the term of the lease and all improvements subsequently developed on the Premises during the term of the lease, unless otherwise expressly stated in the lease.
Compliance with Laws	Tenant shall, at its sole cost and expense, comply with all applicable federal, state and local laws, rules, regulations, permits and orders relating to or governing the Tenant's activities on the Premises. The Tenant shall obtain and maintain all licenses, permits and other approvals or entitlements necessary for the conduct of its activities.
Compliance with Port Policies	Tenant shall also comply with Port policies and procedures.
Indemnification	Tenant shall be required to indemnify, defend, and hold the Port harmless from any and all claims, actions, losses, damages, or other liabilities (whether to person or property, including, without limitation, any damage to the land caused by Tenant's release of hazardous materials on, at, or below the Premises) arising from Tenant's operations upon or at the Premises or the occupancy or use by the Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission attributable to the Tenant or any other Person for whom the Tenant is responsible in Law.
Insurance	<p>Tenant shall be required to obtain and maintain such insurance as may be reasonably required by the Port from time to time. The amounts and types of insurance that the Port will require may vary depending on the type of uses and other activities that Tenant proposes during the RFP process, as well as changes in industry practices during the term of the Agreement. The types of insurance that the Port will require include the following:</p> <ul style="list-style-type: none"> <li>(1) Commercial General Liability insurance – limit varies from \$1,000,000 per occurrence to \$25,000,000 depending on the type of occupancy, other related coverage, if applicable includes contractors' pollution legal liability;</li> <li>(2) Automobile Liability insurance – limit varies from \$1,000,000 per accident to \$5,000,000 depending on the type of occupancy, other related coverages, if applicable, include MDS-90 and garage keepers' liability;</li> <li>(3) Statutory for Workers' Compensation insurance and \$1,000,000 per accident, \$1,000,000 bodily injury each employee, and \$1,000,000 policy limit for bodily injury by disease, for Employer's Liability. If work is performed in or around water, U.S. Longshoremen and Harbor Workers Act coverage and, if applicable, Jones Act and Marine Employer's Liability coverage or federal employers' liability insurance. Such insurance shall contain a waiver of subrogation in favor of the Port of Humboldt</li> </ul>

	<p>its commissioners, officers, agents and employees; (4) If work involves construction or demolition work within 50 feet of railroad property, Railroad Protective Liability insurance in the name of the applicable railroad company with limits of at least \$2,000,000 per occurrence or as otherwise required by the applicable railroad company;</p> <p>(5) Protection and Indemnity insurance (Watercraft Liability) is required if watercraft/vessels are used. Limits are typically \$1,000,000 per person on board the watercraft for bodily injury and property damage, but no less than \$5,000,000 for watercraft of a length of 30 feet to 39 feet and no less than \$10,000,000 for watercraft 40 feet and over; any passenger services watercraft will need to be referred to Risk Management to determine amount of insurance required. Scope of coverage includes liability for bodily injury and property damage including wreck removal and liability to crew, and SP-23 clause or equivalent, including collision liability;</p> <p>(6) All Risk Property insurance - 100% replacement cost coverage for tenant's additions, alterations, furniture, fixtures, equipment including coverage for any increased costs of construction resulting from changes in applicable building codes and regulations and include coverage for 12 months loss of rents. Such insurance shall include the Port of Humboldt Bay as additional insured and loss payee as their interests may appear; such insurance also shall contain a waiver of subrogation in favor of such additional insured, and shall be primary insurance; no insurance or self-insurance of the Port shall be called upon to contribute to a loss. Tenant is also required to maintain builder's risk insurance during construction of all improvements (additions/alterations).</p> <p>(7) Other types of specialty insurance or different limits than disclosed above may apply depending on the type of occupancy proposed.</p> <p>(8) Commercial General Liability, Auto Liability and Protection &amp; Indemnity coverage must include the following as additional insureds and include a waiver of subrogation in favor of such additional insureds.</p> <p>(9) Deductibles for the required coverages that exceed \$25,000 must be disclosed to and approved by the Port Risk Manager.</p>
Security/Guaranty	Port policy requires security for Tenant's payment and performance obligations under the lease. The form of the security may be an irrevocable letter of credit, guaranty, or a cash deposit depending on the nature of Tenant's use and activities on the Premises during the term of the lease.
Taxes	Tenant will be required to pay any and all taxes arising out of Tenant's use and occupancy of the Premises, including, without limitation, any possessory interest taxes.
Utilities	Tenant shall be solely responsible for arranging and obtaining any and all utilities necessary for Tenant's use and operation of the Premises, all at Tenant's sole cost and expense.

Assignment & Subletting	Tenant shall not assign any rights under the lease or sublet any portion of the Premises without the Port's prior written permission as evidenced by a resolution approved by the Board of Port Commissioners in its sole and absolute discretion.
Reporting Requirements	Tenant shall maintain full and accurate books, records and accounts relating to all Tenant's use, occupation, and other activities upon the Premises that shall show all sales and charges arising out of such use, occupation and other activities. Such books and records shall be maintained in a true and accurate manner, in a form consistent with the requirements of the lease and in accordance with generally accepted accounting principles and generally accepted auditing standards. Such records may be in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the Port at its offices, or a computer run hard copy. Tenant shall keep the books and records it is required to maintain segregated from its other operations and shall retain such books and records for a period of no less than five (5) years following the end of any contract year (as will be defined in the Agreement) to which such books and records relate (notwithstanding the expiration or earlier termination of the Agreement); provided, however, that if prior to the expiration of such five (5)-year period, any audit, review or investigation is commenced by the Port, or any claim is made or litigation is commenced relating to the lease by the Port, such books and records shall continue to be maintained by Tenant, and the Port shall continue to have the right to inspect such books and records in the manner stated in the lease, until the audit, claim or litigation is final.
Termination & Surrender	The Port shall have the right to terminate the lease upon an event of default by Tenant that is not cured within the applicable cure period that will be set forth in the lease as well as upon the expiration of the term of the lease. Upon termination of the lease, Tenant shall remove all Tenant's personal property from and vacate the Premises and surrender the Premises to the Port in substantially similar condition as Tenant received the Premises at the commencement of the lease, reasonable wear and tear excepted.

## **Exhibit B**

### **Site Overview**

# HUMBOLDT Bay, California

Our Port is ready for business!

South Jetty  
Humboldt Bay California

Image By: Chad Johnson

# California's 2nd Largest Natural Bay!



**HUMBOLDT  
BAY**



Arcata

Eureka

Fortuna

Arcata Bay

2.48 mi

Samoa Peninsula

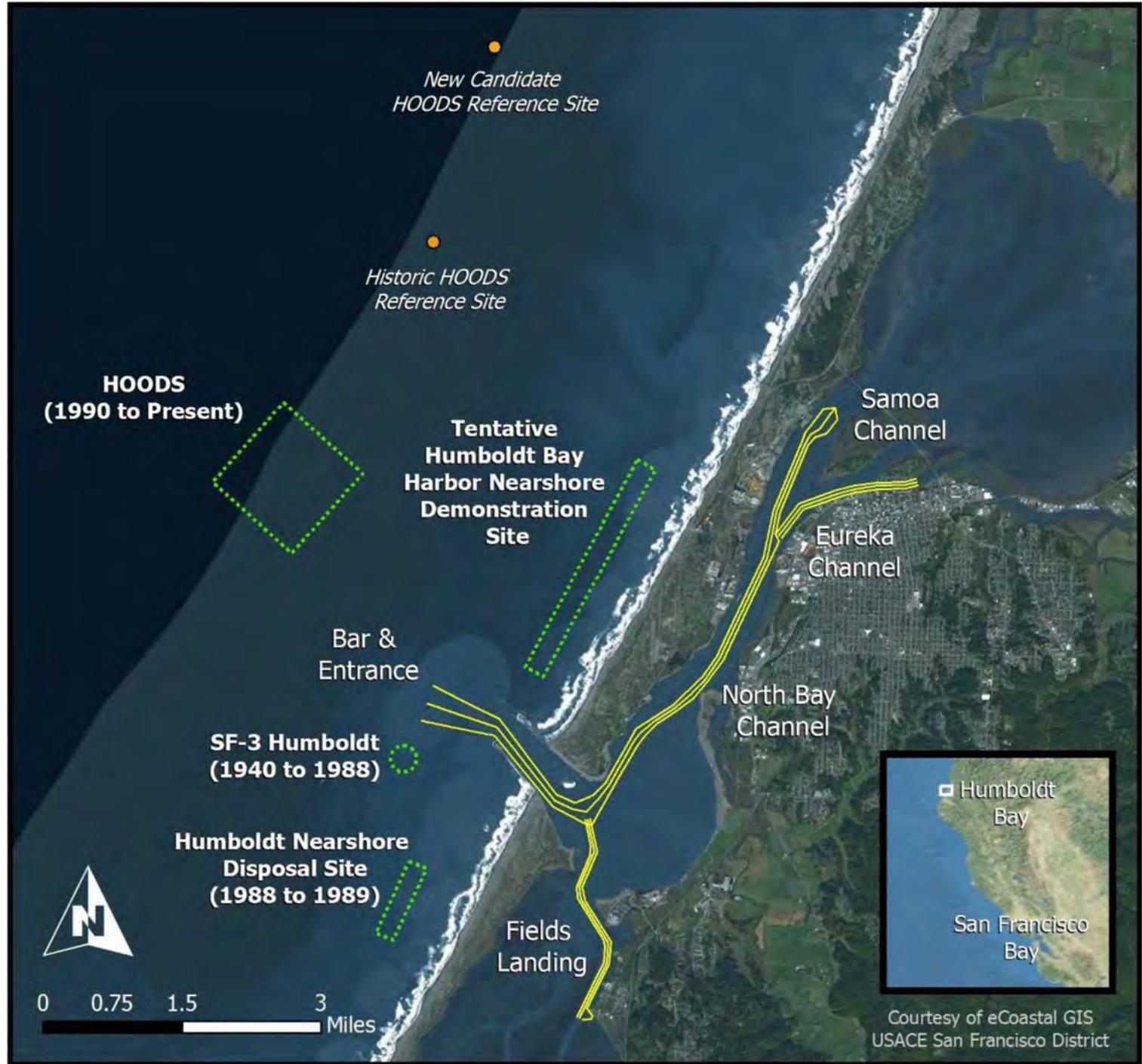
South Bay

# FEDERAL CHANNELS

Bar and Entrance  
48 feet deep

North Bay, Eureka, and Samoa  
Channels 38 feet

Fields Landing  
Channel 26 feet



1990's

Sierra Pacific Industries

Simpson Pulp Mill

Louisiana Pacific Pulp Mill

Pacific Affiliates

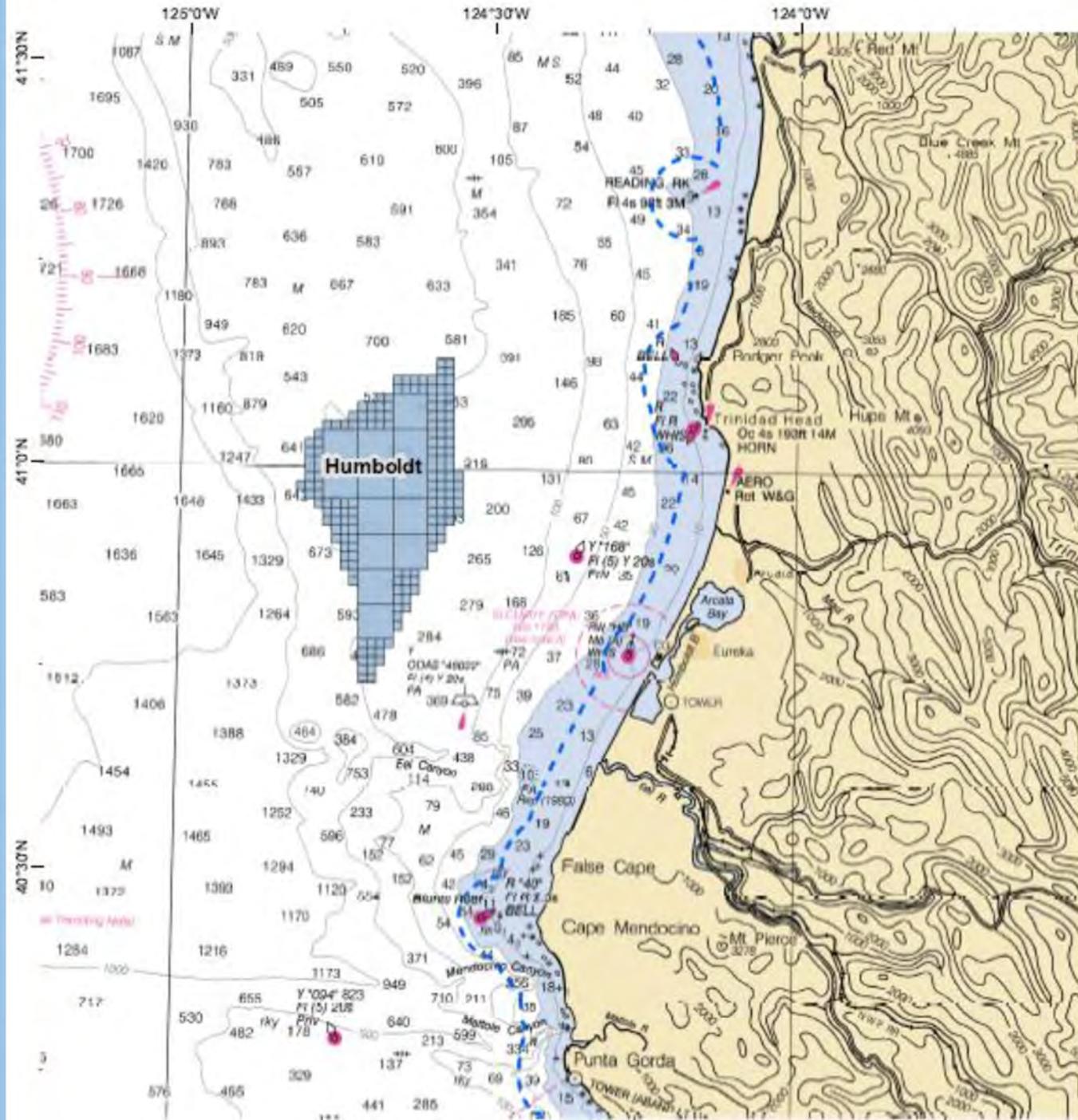
North Coast Chip Export



# Federal Offshore Wind Energy Lease Area

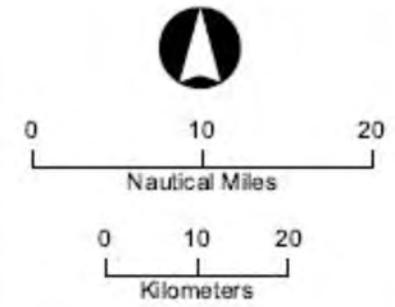
30 miles off Humboldt Bay

Anticipated Award Mid 2020



## Northern California Call Area

-  Federal / State Boundary
-  Proposed Call Areas



Map Date: 10/03/2018



## Determining the Infrastructure Needs to Support Offshore Floating Wind and Marine Hydrokinetic Facilities on the Pacific West Coast and Hawaii



Figure A-20. Humboldt Bay assessment and cursory gap analysis.

Port Classification	Technology	Score	Potential Gap
Quick Reaction	OFW & MHK	3	May require berth rehabilitation. Vessel specific moorage may be required. Helipad may be required
	OFW Turbine	2	Exclusive-use area (10+ acres) with direct quayside access. New berth. Crane/SPMT.
Fabrication & Construction	OFW Foundation	2	New Crane, exclusive upland area development (50+ acres depending on throughput). New berth. Crane/SMPT.
	MHK	2	Fabrication facility (1-5 acres). Likely a new berth. Crane/SPMT.
Assembly	OFW Semi-Sub	2	Berth dredging may be required. New crane. Rehabilitation and strengthening of existing docks or construction of new facility.
	OFW TLP	2	Berth dredging may be required. New crane. Rehabilitation and strengthening of existing docks or construction of new facility.
	OFW Spar	0	Spar draft does not allow for assembly with existing technology within the port.
	MHK	2	10 acre facility with berth. Likely a new crane. Berth may need rehabilitation and strengthening.

- = Was not assessed based on results of Pre-screening analysis.

0 = Does not meet criteria and is not suitable due to not meeting primary criteria.

# Port of Humboldt Bay Has Potential To Offer



Google Earth

Data: DEU, Columbia, NSF, NOAA,  
Image: Landsat / Copernicus  
Data: SIO, NOAA, U.S. Navy, NGA, GEBCO

300 ft

# Redwood Marine Terminal I

Site Overview

Legend



Google Earth

Image © 2019 TerraMetrics  
Data SIO, NOAA, U.S. Navy, NGA, GEBCO  
© 2018 Google

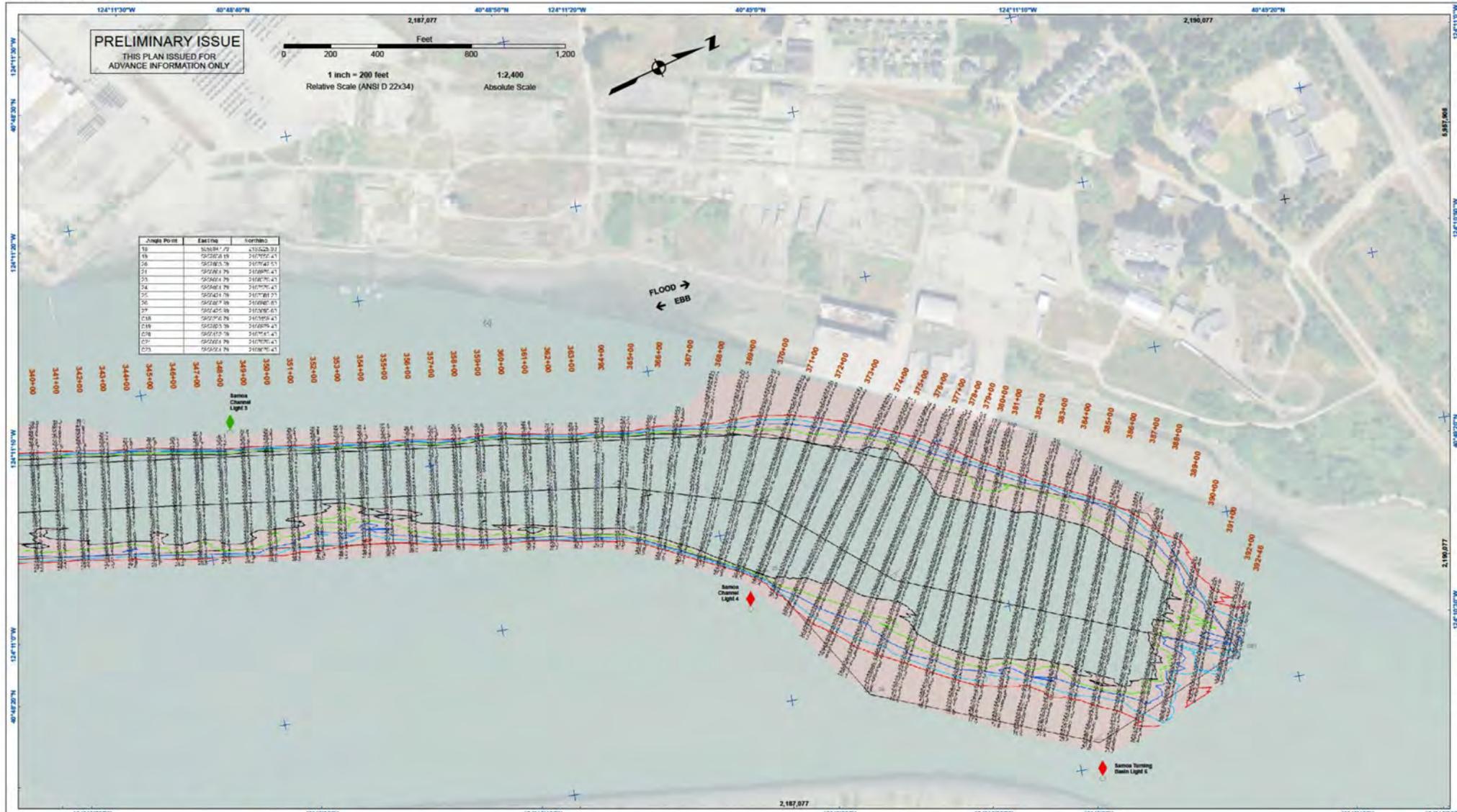


900 ft

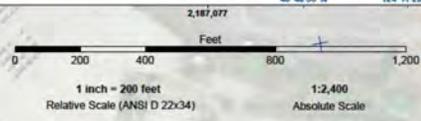


**Redwood Marine Terminal I**  
Offshore Wind Terminal Project Area

Map Created by:  
**PLANWEST**  
PARTNERS, INC.  
Date: 3/14/2019



**PRELIMINARY ISSUE**  
THIS PLAN ISSUED FOR  
ADVANCE INFORMATION ONLY



Angle Point	Easting	Northing
18	353634.72	4705425.32
19	353524.18	4707772.47
20	353505.78	4707742.51
21	353484.76	4707690.47
22	353462.76	4707670.47
23	353441.76	4707670.47
24	353420.76	4707670.47
25	353401.76	4707670.47
26	353380.76	4707670.47
27	353359.76	4707670.47
28	353338.76	4707670.47
29	353317.76	4707670.47
30	353296.76	4707670.47
31	353275.76	4707670.47
32	353254.76	4707670.47
33	353233.76	4707670.47
34	353212.76	4707670.47
35	353191.76	4707670.47
36	353170.76	4707670.47
37	353149.76	4707670.47
38	353128.76	4707670.47
39	353107.76	4707670.47
40	353086.76	4707670.47
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42	353044.76	4707670.47
43	353023.76	4707670.47
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83	352183.76	4707670.47
84	352162.76	4707670.47
85	352141.76	4707670.47
86	352120.76	4707670.47
87	352099.76	4707670.47
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89	352057.76	4707670.47
90	352036.76	4707670.47
91	352015.76	4707670.47
92	351994.76	4707670.47
93	351973.76	4707670.47
94	351952.76	4707670.47
95	351931.76	4707670.47
96	351910.76	4707670.47
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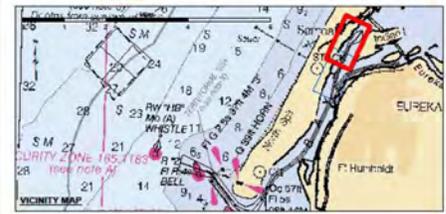
**U.S. Army Corps of Engineers**  
San Francisco District  
430 Golden Gate Ave  
San Francisco, CA 94102

**DISCLAIMER:** The United States Government furnishes these data as they are received from the source and does not warrant, represent, or guarantee the accuracy, reliability, or completeness of the information. This user is responsible for the results of any application of the data for other than its intended purpose. The user agrees to indemnify and hold the Corps of Engineers harmless from any and all claims, damages, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the Corps of Engineers as a result of the use of the data for other than its intended purpose.

Prepared by:	Chart Date:
Reviewed by:	Feb 15, 2019
Checked by:	Compared by:
Drawn by:	Plotted by:
Approved:	Checked by:
Chief, 1205 Survey Center:	Plotted by:
Chief, 1205 Survey Center:	Checked by:
Chief, 1205 Survey Center:	Plotted by:
Chief, 1205 Survey Center:	Checked by:

CALIFORNIA  
HUMBOLDT COUNTY  
HUMBOLDT BAY  
SAMOA CHANNEL  
CONDITION SURVEY  
06-11 FEBRUARY 2019

Sheet Reference Number  
1 of 2



- Federal Navigation Channel
- Shoaling Area
- Placement Area
- Anchorage Area
- Wreck Area
- Submerged Wreck
- Angle Point
- Beacon, General
- Obstruction Point
- Navigation Buoy
- Navigation Buoy
- Shoalest Sounding\*
- Contours
- 38
- 37
- 36
- 35
- 34

**NOTES:**  
DRAWINGS NOT TO BE USED AS NAVIGATION ONLY CHANNEL CONDITION AT DATE OF SURVEY. THE LOCATION OF ALL NAVIGATION AIDS ARE BASED ON INFORMATION PROVIDED BY THE U.S. COAST GUARD. EXACT LOCATION REPRESENT THE POSITION OF THE SINKER ONLY.  
SOUNDINGS WERE TAKEN BY FATHOMETER AND ARE SHOWN TO THE NEAREST TENTHS OF A FOOT.  
SOUNDINGS ARE BASED ON THE DATUM OF MEAN LOWER LOW WATER AT THE LOCALITY.  
PLANE GRID AND COORDINATES ARE BASED ON THE STATE OF CALIFORNIA COORDINATE SYSTEM, LAMBERT CONFORMAL PROJECTION, ZONE 12N03, CALIFORNIA, AS DESCRIBED IN SPECIAL PUBLICATION NO. 203, PUBLISHED BY THE NATIONAL OCEAN SURVEY.

PROJECT DEPTHS ARE AS FOLLOWS:  
S&B ENTRANCE CHANNEL - 40 FEET  
NORTH BAY CANAL TO MILE 5.5 S & 30 FEET  
EUROKA CHANNEL, FIELDS LANDING CHANNEL & MILE 5.0 TO "Y" STREET - 20 FEET  
1:32 INDICATES THE NUMBER AND BEGINNING OF A LINE OF SOUNDINGS.  
SOUNDINGS ARE BASED ON TIDE GAUGES REFERENCED TO U.S.C. & G.S. BENCH MARKS AS FOLLOWS:  
EUROKA & SAMOA CHANNELS - S.M. NO. 4 (1958) ELEV. 33.67 MLLW  
ENTRANCE & NORTH BAY CHANNELS - S.M. NO. 3 (1927) ELEV. 35.37 MLLW  
FIELDS LANDING CHANNEL - S.M. NO. 5 (1925) ELEV. 35.52 MLLW



# Humboldt Bay

*We have an amazing history, and an even greater future!!!*

