



Jim Hurst
Chair

Doug Albin
Commissioner

Richard Shoemaker
Commissioner

Dan Platt
Commissioner

Grant Downie
Commissioner

Anna Neumann
Harbormaster

NOYO HARBOR COMMISSION REGULAR MEETING AGENDA

Thursday, October 12th, 2023 at 6PM

Fort Bragg Town Hall
363 N. Main Street,
Fort Bragg, CA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT ON NON-AGENDA ITEMS:

The Noyo Harbor Commission welcomes input from the public. Please limit your comments to five minutes so that everyone may be heard. The Brown Act does not allow action to be taken on non-agenda items.

CLOSED SESSION:

Pending Litigation: Resource Environmental v. Noyo Harbor District (23 CV 00954 Mendocino County Superior Court)

Government Code Section 54956.9 (d) (1)

CORRESPONDENCE:

None

CONSENT CALENDAR

1. Approval of Minutes – Regular Meeting August 10th, 2023
2. Treasurer's report –September 2023
3. Treasurer's report- August 2023

CONDUCT OF BUSINESS:

1. Presentation of Community Engagement Plan from Harbormaster and City of Fort Bragg's Special Projects Manager
2. Discussion and possible action on Budget 2023-2024
3. Discussion and possible action on contract with Geveden Industrial
4. Discussion on rental increases for submerged tidelands and long-term tenants

STAFF REPORTS AND RECOMMENDATIONS:

District Office:

Attorney Report:

Matters from the Commissioners:

ADJOURNMENT: To the next regular meeting of Thursday November 16th, 2023 at 6 pm

NOYO HARBOR DISTRICT
STATEMENT OF ACCOUNTS
1-Aug-23

Chase Checking	\$217,008.64
Chase Money Market	\$194,052.01
LAIF	\$1,704,033.45
SLC Funds Allocated	\$448,808.00
SLC Funds Spent	\$60,170.21
SLC Remaining	\$388,637.79
Total of all accounts	\$2,115,094.10
Total of NHD assets	\$1,726,456.31

**Noyo Harbor District
 Profit & Loss**

August 2023
 Aug 23

Ordinary Income/Expense		
Income		
Electricity		1,924.37
Encroachment Leases		328.08
Ground Rent		1,353.64
Late Fees		90.00
Main Pier		40.00
Park & Launch		6,391.00
Slip Rental Contract		43,054.69
Slip Rental Transient		3,362.07
Total Income		56,543.85
Gross Profit		56,543.85
Expense		
Advertising Expense		131.56
Communications Expense		308.29
Dues and Subscriptions Exp		23.95
Emp. Health & Dental Insurance		1,963.64
Fuel Expense		7,436.81
Insurance Property & Liability		6,154.88
Legal and Professional Fees		4,588.00
Office Expense		1,100.68
Operating Supplies		1,158.46
Payroll Tax Expense		3,555.87
Power		4,685.99
Refund		707.10
Repairs & Maintenance		1,529.00
Sep. Ira		658.73
Taxes & Assessments		1,472.99
Utilities Expense		1,766.45
Wages Expense (Hourly)		12,709.07
Total Expense		49,951.47
Net Ordinary Income		6,592.38
Other Income/Expense		
Other Expense		
FEMA 4683		5,702.50
Property Aquisition		1,052.50
SLC Fish Cleaning Station		884.75
SLC Vessel Demo		10,207.50
Total Other Expense		17,847.25
Net Other Income		-17,847.25
Net Income		-11,254.87

Noyo Harbor District Profit & Loss Budget vs. Actual August 2023

	Aug 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Electricity	1,924.37	1,250.00	674.37	153.95%
Encroachment Leases	328.08	0.00	328.08	100.00%
Fish Markets	0.00	250.00	-250.00	0.00%
Ground Rent	1,353.64	2,916.66	-1,563.02	46.41%
Hoist Fees	0.00	83.33	-83.33	0.00%
Interest Income	0.00	0.00	0.00	0.00%
Late Fees	90.00	333.33	-243.33	27.00%
Main Pier	40.00	83.00	-43.00	48.19%
Other Grant Proceeds	0.00	1,600.00	-1,600.00	0.00%
Park & Launch	6,391.00	2,083.33	4,307.67	306.77%
Property Tax RevCurrent	0.00	0.00	0.00	0.00%
Slip Rental Contract	43,054.69	37,916.66	5,138.03	113.55%
Slip Rental Transient	3,362.07	3,583.33	-221.26	93.83%
Total Income	56,543.85	50,099.64	6,444.21	112.86%
Gross Profit	56,543.85	50,099.64	6,444.21	112.86%
Expense				
Advertising Expense	131.56	66.00	65.56	199.33%
Bank Charges	0.00	9.95	-9.95	0.00%
Communications Expense	308.29	375.00	-66.71	82.21%
Conferences & Meetings	0.00	416.66	-416.66	0.00%
CSP General	0.00	0.00	0.00	0.00%
DBW SAVE 20/21 Grant	0.00	0.00	0.00	0.00%
Deferred Maintenance	0.00	833.33	-833.33	0.00%
Dues and Subscriptions Exp	23.95	1,000.00	-976.05	2.4%
Emp. Health & Dental Insurance	1,963.64	2,000.00	-36.36	98.18%
Equipment Expense	0.00	83.33	-83.33	0.00%
Equipment Purchase	0.00	333.33	-333.33	0.00%
Fuel Expense	7,436.81	416.66	7,020.15	1,784.86%
Insurance Property & Liability	6,154.88	0.00	6,154.88	100.00%
Legal and Professional Fees	4,588.00	4,416.66	171.34	103.88%
Office Expense	1,100.68	983.33	117.35	111.93%
Operating Supplies	1,158.46	583.33	575.13	198.59%
Outside Services	0.00	83.33	-83.33	0.00%
Payroll Tax Expense	3,555.87	5,000.00	-1,444.13	71.12%
Power	4,685.99	4,583.33	102.66	102.24%
Professional Expense	0.00	11,666.66	-11,666.66	0.00%
Refund	707.10			
Repairs & Maintenance	1,529.00	2,333.00	-804.00	65.54%
Salary Expense	0.00	5,725.00	-5,725.00	0.00%
Sep. Ira	658.73	675.00	-16.27	97.59%
Taxes & Assessments	1,472.99	250.00	1,222.99	589.2%
Tsunami Haz Mid Grand	0.00	0.00	0.00	0.00%

Noyo Harbor District Profit & Loss Budget vs. Actual August 2023

	Aug 23	Budget	\$ Over Budget	% of Budget
Utilities Expense	1,766.45	5,666.66	-3,900.21	31.17%
Wages Expense (Hourly)	12,709.07	7,083.33	5,625.74	179.42%
Workers' Comp.	0.00	1,000.00	-1,000.00	0.0%
Total Expense	49,951.47	55,583.89	-5,632.42	89.87%
Net Ordinary Income	6,592.38	-5,484.25	12,076.63	-120.21%
Other Income/Expense				
Other Expense				
FEMA 4683	5,702.50			
Property Aquisition	1,052.50			
SLC Fish Cleaning Station	884.75			
SLC Vessel Demo	10,207.50			
Total Other Expense	17,847.25			
Net Other Income	-17,847.25			
Net Income	-11,254.87	-5,484.25	-5,770.62	205.22%

Noyo Harbor District

Paycheck history report

Paychecks from Aug 01, 2023 to Aug 31, 2023 for all employees from all locations

Pay date	Name	Total pay	Net pay	Pay method
08/16/2023	Koski, Bruce	\$ 890.46	\$ 772.79	Check
08/16/2023	Koski, Jay	\$ 2,300.32	\$ 1,764.92	Check
08/16/2023	*McLaughlin, Kimberly A	\$ 596.16	\$ 543.27	Check
08/16/2023	Neumann, Anna T	\$ 2,825.00	\$ 2,349.23	Check
08/16/2023	Scofield, Robert	\$ 937.89	\$ 810.38	Check
08/01/2023	Koski, Bruce	\$ 881.28	\$ 765.53	Check
08/01/2023	Koski, Jay	\$ 2,300.32	\$ 1,764.92	Check
08/01/2023	*McLaughlin, Kimberly A	\$ 842.40	\$ 734.71	Check
08/01/2023	Neumann, Anna T	\$ 2,825.00	\$ 2,349.22	Check
08/01/2023	Scofield, Robert	\$ 993.06	\$ 854.10	Check



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Jim Hurst
Chair

Doug Albin
Commissioner

Richard Shoemaker
Commissioner

Dan Platt
Commissioner

Grant Downie
Commissioner

Anna Neumann
Harbormaster

NOYO HARBOR COMMISSION REGULAR MEETING MINUTES

Thursday, August 10th, 2023 at 6PM

Fort Bragg Town Hall

CALL TO ORDER at 6:04pm

ROLL CALL

Present: Commissioner Shoemaker, Commissioner Platt, Commissioner Downie, Chair Hurst

Absent: Vice Chair Albin

Staff Present: Harbormaster Neumann, Legal Counsel Jim Jackson

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT ON NON-AGENDA ITEMS:

The Noyo Harbor Commission welcomes input from the public. Please limit your comments to five minutes so that everyone may be heard. The Brown Act does not allow action to be taken on non-agenda items.

None

CORRESPONDENCE:

None

CONSENT CALENDAR

1. Approval of Minutes – Regular Meeting July 9th, 2023
2. Treasurer's report – July 2023

Motion: Approval of items on the consent calendar. 1st Commissioner Shoemaker, 2nd Commissioner Platt. Approval: 4-0-1

CONDUCT OF BUSINESS:

1. Discussion and possible action on Budget 2023-2024

Discussion was held on budget items. Commissioners and Chair questioned the Harbormaster about layout of the profit and loss statements and how payroll was shown on the budget. No motion was made. Commission gave direction to Harbormaster and requested her to bring the budget back to the September meeting.

CLOSED SESSION started at 6:48pm

CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code section 54956.8.)

Property: 19200 S. Harbor Drive, 19300 S. Harbor Drive, Fort Bragg, CA 95437

Agency negotiator: Anna Neumann

Negotiating parties: William Daniels

Under negotiation: Terms

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (one potential case)

Reported out of closed session at 7:22pm

Commissioners gave direction to Harbormaster regarding property acquisition.

Commissioners gave direction to Legal Counsel regarding anticipated litigation.

STAFF REPORTS AND RECOMMENDATIONS:

District Office Reports:

Harbormaster gave reports and answered questions on the following topics:

FEMA Projects

Noyo Harbor Festival/ Wonton and Clam Chowder Cook Off

Re-roofing bathrooms
Letter of Intent for NOAA funding
Vessel Destruction Sampling
Harbormaster out of office from 8/21-8/25

Attorney Report:

Attorney will be absent from the September meeting.

Matters from the Commissioners:

No reports from Commissioners Platt

Commissioner Shoemaker will be on vacation for the September meeting

Commissioner Downie enjoyed the Fish Market the Harbor District hosted on August 5th, 2023

Chair Hurst will be on vacation for the September meeting and Vice Chair Albin will act as chair.

ADJOURNEMENT: To the next regular meeting of Thursday September 14th at 6 pm, 2022 at 8:06pm.



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NOYO HARBOR DISTRICT
STATEMENT OF ACCOUNTS
1-Sep-23

Chase Checking	\$90,428.72
Chase Money Market	\$134,064.33
LAIF	\$1,704,033.45

SLC Funds Allocated	\$448,808.00
SLC Funds Spent	\$60,170.21
SLC Remaining	\$388,637.79

Total of all accounts	\$1,928,526.50
Total of NHD assets	\$1,539,888.71

Noyo Harbor District
Profit & Loss
September 2023
Sep 23

Ordinary Income/Expense	
Income	
Electricity	904.34
Fish Markets	2,362.00
Late Fees	190.00
Main Pier	160.00
Park & Launch	8,841.00
Property Tax RevCurrent	11,307.09
Slip Rental Contract	25,368.60
Slip Rental Transient	10,308.80
Total Income	<u>59,441.83</u>
Gross Profit	59,441.83
Expense	
Advertising Expense	74.90
Bank Charges	9.95
Communications Expense	777.55
Conferences & Meetings	50.00
Dues and Subscriptions Exp	14.00
Emp. Health & Dental Insurance	2,201.84
Fuel Expense	175.87
Insurance Property & Liability	202,363.45
Legal and Professional Fees	2,757.10
Office Expense	840.63
Operating Supplies	453.44
Payroll Tax Expense	3,860.30
Power	4,337.78
Repairs & Maintenance	1,645.19
Sep. Ira	690.10
Utilities Expense	6,063.40
Wages Expense (Hourly)	12,527.11
Total Expense	<u>238,842.61</u>
Net Ordinary Income	-179,400.78
Other Income/Expense	
Other Income	
Grant Reimbursements	<u>17,417.67</u>
Total Other Income	17,417.67
Other Expense	
FEMA 4683	4,747.50
Property Aquision	12,026.25
SLC Fish Cleaning Station	1,228.75
SLC Vessel Demo	27.50
Total Other Expense	<u>18,030.00</u>
Net Other Income	-612.33
Net Income	<u><u>-180,013.11</u></u>

Noyo Harbor District Profit & Loss Budget vs. Actual September 2023

	<u>Sep 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Electricity	904.34	1,250.00	-345.66	72.35%
Encroachment Leases	0.00	0.00	0.00	0.0%
Fish Markets	2,362.00	250.00	2,112.00	944.8%
Ground Rent	0.00	2,916.66	-2,916.66	0.0%
Hoist Fees	0.00	83.33	-83.33	0.0%
Interest Income	0.00	0.00	0.00	0.0%
Late Fees	190.00	333.33	-143.33	57.0%
Main Pier	160.00	83.00	77.00	192.77%
Other Grant Proceeds	0.00	1,600.00	-1,600.00	0.0%
Park & Launch	8,841.00	2,083.33	6,757.67	424.37%
Property Tax RevCurrent	11,307.09	0.00	11,307.09	100.0%
Slip Rental Contract	25,368.60	37,916.66	-12,548.06	66.91%
Slip Rental Transient	10,308.80	3,583.33	6,725.47	287.69%
Total Income	<u>59,441.83</u>	<u>50,099.64</u>	<u>9,342.19</u>	<u>118.65%</u>
Gross Profit	59,441.83	50,099.64	9,342.19	118.65%
Expense				
Advertising Expense	74.90	66.00	8.90	113.49%
Bank Charges	9.95	9.95	0.00	100.0%
Communications Expense	777.55	375.00	402.55	207.35%
Conferences & Meetings	50.00	416.66	-366.66	12.0%
CSP General	0.00	0.00	0.00	0.0%
DBW SAVE 20/21 Grant	0.00	0.00	0.00	0.0%
Deferred Maintenance	0.00	833.33	-833.33	0.0%
Dues and Subscriptions Exp	14.00	1,000.00	-986.00	1.4%
Emp. Health & Dental Insurance	2,201.84	2,000.00	201.84	110.09%
Equipment Expense	0.00	83.33	-83.33	0.0%
Equipment Purchase	0.00	333.33	-333.33	0.0%
Fuel Expense	175.87	416.66	-240.79	42.21%
Insurance Property & Liability	202,363.45	250,000.00	-47,636.55	80.95%
Legal and Professional Fees	2,757.10	4,416.66	-1,659.56	62.43%
Office Expense	840.63	983.33	-142.70	85.49%
Operating Supplies	453.44	583.33	-129.89	77.73%
Outside Services	0.00	83.33	-83.33	0.0%
Payroll Tax Expense	3,860.30	5,000.00	-1,139.70	77.21%
Power	4,337.78	4,583.33	-245.55	94.64%
Professional Expense	0.00	1,666.66	-1,666.66	0.0%
Repairs & Maintenance	1,645.19	2,333.00	-687.81	70.52%
Salary Expense	0.00	5,725.00	-5,725.00	0.0%
Sep. Ira	690.10	675.00	15.10	102.24%
Taxes & Assessments	0.00	250.00	-250.00	0.0%
Tsunami Haz Mid Grand	0.00	0.00	0.00	0.0%
Utilities Expense	6,063.40	5,666.66	396.74	107.0%

Noyo Harbor District Profit & Loss Budget vs. Actual September 2023

	Sep 23	Budget	\$ Over Budget	% of Budget
Wages Expense (Hourly)	12,527.11	7,083.33	5,443.78	176.85%
Workers' Comp.	0.00	1,000.00	-1,000.00	0.0%
Total Expense	238,842.61	295,583.89	-56,741.28	80.8%
Net Ordinary Income	-179,400.78	-245,484.25	66,083.47	73.08%
Other Income/Expense				
Other Income				
Grant Reimbursements	17,417.67			
Total Other Income	17,417.67			
Other Expense				
FEMA 4683	4,747.50			
Property Aquision	12,026.25			
SLC Fish Cleaning Station	1,228.75			
SLC Vessel Demo	27.50			
Total Other Expense	18,030.00			
Net Other Income	-612.33			
Net Income	-180,013.11	-245,484.25	65,471.14	73.33%

Noyo Harbor District

Paycheck history report

Paychecks from Sep 01, 2023 to Sep 30, 2023 for all employees from all locations

Pay date	Name	Total pay	Net pay	Pay method
09/18/2023	Koski, Bruce	\$ 660.96	\$ 596.06	Check
09/18/2023	Koski, Jay	\$ 2,300.32	\$ 1,764.91	Check
09/18/2023	Neumann, Anna T	\$ 2,825.00	\$ 2,349.22	Check
09/18/2023	Scotfield, Robert	\$ 1,130.99	\$ 961.52	Check
09/01/2023	Koski, Bruce	\$ 807.84	\$ 707.31	Check
09/01/2023	Koski, Jay	\$ 2,509.44	\$ 1,894.01	Check
09/01/2023	*McLaughlin, Kimberly A	\$ 1,296.00	\$ 1,087.19	Check
09/01/2023	Neumann, Anna T	\$ 2,825.00	\$ 2,349.22	Check
09/01/2023	Scotfield, Robert	\$ 947.09	\$ 817.67	Check



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NOYO HARBOR DISTRICT AGENDA ITEM SUMMARY

AGENDA ITEM #: 1

MEETING DATE:
10/12/2023

TITLE

Draft Communication and Engagement Plan

RECOMMENDED ACTION

No action

ANALYSIS

With grant funding from the California Coastal Commission, and support from the California Sea Grant, the City of Fort Bragg and Noyo Harbor District will soon begin the Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan (The Plan). This effort will provide much needed analysis for informed decision making as we develop a shared vision for our coastal community. Findings from The Plan will result in several updates to both the City of Fort Bragg and Mendocino County's Local Coastal Programs.

The Plan is part of a larger regional effort of the Noyo Ocean Collective, an expanding network of for profit and nonprofit businesses, academic institutions, and government, working to position our coastal region for blue economy investment. The "Blue Economy" represents a diversification of ocean-based businesses – in order to support our existing fishing industry and local heritage, while developing new and innovative industries to address some of our most challenging environmental, physical, social, and economic issues.

Before getting started on this three year endeavor, we set out to develop a communication and engagement plan to provide the public and stakeholders with a clear guide and understanding of the roles, actions, and outcomes of the project. The communication and engagement plan can be accessed both as a standalone document and through the www.NoyoOceanCollective.org website, which will continue to expand and evolve over the duration of the project.

ATTACHMENTS

Draft CEP



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COMMUNICATION AND ENGAGEMENT PLAN

**FOR THE
NOYO HARBOR BLUE ECONOMY +
VISIONING RESILIENCY IMPLEMENTATION PLAN**

SEPTEMBER 2023

DRAFT

PREPARED BY:

Jocelyn Enevoldsen, Coastal Communities Program Director, JP Consulting

Anna Neumann, Harbormaster, Noyo Harbor District

Sarah McCormick, Special Projects Manager, City of Fort Bragg

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Purpose of This Document: Community Engagement Plan

This Community Engagement Plan outlines an approach for our community to help build the *Noyo Harbor Blue Economy + Visioning Resiliency Implementation Plan* (BEVRI Plan), which will:

- Identify our community's priorities for a vibrant future on the north coast, where our local environment and economy work in harmony to support our community well-being;
- Describe the current conditions of our local environment and economy; and
- Inform local planning efforts for coastal climate resilience and economic development projects.

We envision the BEVRI planning process as an opportunity to empower our community to build a resilient future that preserves and strengthens our connections to coastal and ocean ecosystems going back generations.

The BEVRI Plan will be developed over two years with a focus on inclusive community collaboration and two-way information exchange. We'll use tools like surveys, listening sessions, interviews, and in-person workshops to learn more about our community's visions for the future and integrate them into the BEVRI Plan. The BEVRI Plan will also include technical information about local ocean-based economic, social, and environmental conditions and activities.

The BEVRI Planning Team includes representatives from the City of Fort Bragg, Noyo Harbor District, Noyo Ocean Collective, California Sea Grant, and members of our local community. We invite you to be stay connected and provide feedback, questions, and/or concerns at www.NoyoOceanCollective.org.

The Noyo Harbor Blue Economy + Visioning Resiliency Implementation (BEVRI) Plan

Need for the BEVRI Plan

Our way of life on the north coast has been impacted by changes in our local environment and economy, and more changes are projected to come. To strengthen our community's ability to adapt to future changes and build a vibrant and resilient future, we're developing the BEVRI Plan. The BEVRI Plan will outline our community priorities and contain comprehensive information about current local environmental and economic conditions in and around Noyo Harbor. The Plan will inform local coastal resiliency planning and help position our region for significant investments in our community, coastline, and working waterfront.

Meaningful opportunities for community collaboration will occur throughout the BEVRI Plan development process, as outlined in this document. Findings from the BEVRI Plan will inform Local Coastal Program (LCP) updates for both the City of Fort Bragg LCP and County of Mendocino LCP, which guide development in the coastal zone while protecting coastal resources, per California's Coastal Act (see Local Coastal Programs, page 16).

Background on Coastal Resiliency Planning and the Blue Economy

Communities around the world are planning for resiliency in the face of environmental changes and related potential threats to ecosystems, infrastructure, economies, and community fabric. Through proactive planning and coordination, resiliency planning empowers communities to reduce vulnerabilities and build capacity to withstand and recover quickly from disruptive events. Examples of resiliency planning include: land use planning that accounts for expected changes from climate change; technological solutions that prevent and reduce the effects of natural catastrophes; social and ecological restoration projects that repair and strengthen degraded social and ecological systems; and economic diversification efforts that can help reduce impacts from disruptions.

In alignment with resiliency planning opportunities, community interest and previous planning studies in our region have highlighted opportunities for economic diversification based on our location on the Pacific Ocean. The term "Blue Economy" refers to the contribution of the ocean to economies and the need to address the ecological functioning of ocean and coastal ecosystems. The United Nations and World Bank both define the Blue Economy with a focus on sustainable use of ocean resources for economics, ecosystem health, and livelihoods. The National Oceanic and Atmospheric Administration (NOAA) describes the New Blue Economy as "a knowledge based economy, looking to the sea not just

for the extraction of material goods, but for data and information to address societal challenges and inspire their solutions.” Other Blue Economy definitions highlight the importance of specifying economic benefits that may not be marketed, like cultural values, biodiversity, coastal protection, and carbon storage.

California’s blue economy was calculated to have an economic impact of \$42.4 billion in 2022 according to the State Controller’s Office, and blue economy businesses statewide have increased annual revenues by 18% and jobs by 163% over the past 10 years, despite COVID impacts. California’s cabinet-level state body for coordinating activities to protect and steward California’s coast and ocean, the Ocean Protection Council (OPC), highlights a strategic goal for actions toward a sustainable blue economy in California (see [OPC 2020-2025 Strategic Plan](#)). At the local level, ports and harbors in California are uniquely positioned to develop and support blue economy activities, as they are often afforded governing roles as special districts and hold responsibilities as landlords, regulators, and environmental stewards. Port and Harbor leadership can be excellent facilitators with expertise in permitting and supporting public-private partnerships to advance local blue economy initiatives.

Brief History of Previous Local Planning Efforts

For thousands of years, people have been connected to the natural abundance of the place now known as Fort Bragg, California. Our connections to fishes, forests, and fields are central to our way of life – for sustenance, jobs, spirituality, recreation, and more. In recent decades we’ve seen changes in our ocean and fisheries, the decline of the local timber industry and subsequent closure of the mill, and hundreds of jobs lost.

While devastating to our community and economy, these changes have also revealed opportunities to re-envision a vibrant future in which our local economic and ecosystem health are compatible. Since the closure of the Fort Bragg Georgia Pacific Mill in 2002, our community has been engaged in the cleanup and reimagining of the former mill site, and planning for additional local economic development opportunities. Community priorities that have emerged from these planning efforts include: calls for increased coastal access, interest in local ocean research and education, and needs for workforce development opportunities and housing.

Several important community priority projects have since been realized. At the former mill site, 107 acres of parkland with multi-use trail along the bluffs has reconnected residents and visitors to nearly three miles of coastline for the first time in over a century. The Noyo Center for Marine Science was formed when Fort Bragg City Council authorized funding to develop and form the nonprofit, which today offers robust programming in ocean education, exploration, and experience from three locations. The

Noyo Center has completed design plans for an Ocean Science Center on 11.6 acres on the former mill site, and is currently working with West Business Development Center on a comprehensive business plan and blue economy strategy.

In 2020 the City of Fort Bragg received funding to develop an economic diversification study. The study revealed numerous local and regional assets, the most prominent being our location and our community itself. With direct proximity to the Pacific Ocean, and the unique skill sets of the men and woman that work in the forests and on the water, we are uniquely positioned to offer a harbor with full service marine facilities, marine research, aquaculture, ecotourism, and blue economy innovation. This economic diversification study culminated in the Blue Economy Symposium and Learning Festival in May 2022, focusing on several aspects of the blue economy including sustainable fisheries, aquaculture opportunities, education, job training, and infrastructure needs. The event highlighted the importance of working waterfronts in coastal resiliency planning, and offered a chance for community members, decision makers, and experts to exchange information and further our collective vision for the future.

Charting Our Course to a Vibrant Future

With funding from the California Coastal Commission, the City of Fort Bragg and Noyo Harbor District have partnered to develop the BEVRI Plan. The BEVRI Plan will help prepare our region for the future by identifying coastal resilience measures and potential projects, partners, and financing strategies to support local climate-ready coastal infrastructure and ecosystems. Importantly, the BEVRI Plan will also demonstrate our region's readiness for blue economy business and workforce development opportunities, as well as strategic infrastructure investments.

The BEVRI planning process will unfold over the next two years, led by the City of Fort Bragg and Noyo Harbor District with support from the Noyo Ocean Collective and California Sea Grant. The Plan will be built on a solid foundation of prior community planning efforts, and guided by inclusive community input and collaboration.

Community Collaboration in Building the BEVRI Plan

The BEVRI planning process is an opportunity to build a shared vision for our collective community well-being and a path for getting there. Together we'll chart a course forward that is practical and inspired, based on meaningful community input, centers community priorities, and supports a future where our local economy and environment work in harmony.

Goals for Community Collaboration

In order to provide clear expectations and measurable outcomes from community engagement efforts, the following initial goals have been developed. Goals will be refined and updated through future coordinated efforts by the Planning Team in partnership with our local community (for an overview of the process for community collaboration, see Figure 1, page 10). Throughout the BEVRI planning process, information about community touchpoints will be recorded to measure progress and ensure accountability.

Our goal is to empower our local community to guide, build, and implement the BEVRI Plan in order to improve local livelihoods, strengthen our ability to adapt to future changes, and support healthy coastal and ocean ecosystems.

- In-person events: sharing information out through touchpoints with 2,000 local residents
- Social media posts: engagement with 5000 views and comments
- Flyers and postcards: touchpoints with 3000 local residents
- Community meetings: touchpoints with 1000 individuals
- Completed surveys and/or recorded comments: input from 1000 local residents

Strategy for Community Collaboration

Our strategy for community engagement involves: (a) a team approach to two-way information exchange for “inviting in” input and “sharing back” findings; (b) a survey-centered approach for collecting targeted information about community members’ perspectives and priorities to guide BEVRI Plan outcomes, and; (c) the use of best practices for collaborative community engagement.

Team Approach: Planning Team and Community Outreach Team

Implementation of this Community Engagement Plan (CEP) will be led by the City’s Special Projects Manager, Noyo Harbormaster, and the California Sea Grant Mendocino Coast Extension Fellow, with support and guidance from the Planning Team. The Planning Team consists of representatives from the City of Fort Bragg, Noyo Harbor District, Noyo Ocean Collective, and California Sea Grant.

The Community Outreach Team consists of community members who have established connections within different community groups in our region. They are trained by the Planning Team to share information with the community about how to get involved in building the BEVRI Plan, and provide facts, answers to frequently asked questions, and guidance for learning more about topics related to BEVRI planning. The Community Outreach Team will help arrange and host outreach events, and serve as liaisons between the Planning Team and community. Together the Community Outreach Team and Planning Team will coordinate, advertise, participate in, and report out about BEVRI community outreach events.

To invite community and partner feedback and review, this draft CEP and accompanying website www.NoyoOceanCollective.org will be presented at public meetings before the Fort Bragg City Council, Mendocino County Board of Supervisors, Sherwood Valley Band of Pomo Indians Tribal Council, and Noyo Harbor District Commissioners. It will also be circulated to members of the Noyo Ocean Collective and Coastal Commission staff, and the public. Once the Planning Team incorporates feedback and finalizes the draft CEP, and the California Sea Grant Mendocino Coast Extension Fellow is onboarded, a training for the Community Outreach Team will be held, and the Team will implement the final CEP.

Preparing our community for climate resilience and blue economy investments and initiatives is a big lift that will require grassroots support from a broad community base. It is critical that we empower our community to build local leadership and capacity, as it is the community that will implement outcomes and realize resilience goals.

Two-Way Information Exchange: Inviting In Input and Sharing Back Findings

It is important to note that community planning efforts require two-way information exchange as a foundation for collaboration and community empowerment. The BEVRI Planning Team has information to share with the community, and the community has information to share with the Planning Team. Our inclusive team approach offers peer to peer learning through trusted networks that can speak authentically to the issues. Our approach to two-way information exchange will enable our community to shape and actualize the BEVRI plan through iterative phases.

The BEVRI planning process is designed to continue cultivating existing relationships while growing new relationships through established community networks. It is an opportunity to continue a conversation with those actively engaged in shaping the future of our region, while simultaneously attracting additional perspectives and amplifying the voices of those that have previously been left out.

We'll "share information out" with the community about the BEVRI planning process through:

- Noyo Ocean Collective website [www.NoyoOceanCollective.org]
- Social media: Facebook [[NoyoOceanCollective](#)] and Instagram [[NoyoOceanCollective](#)]
- Flyers and postcards
- Traditional news releases
- Tabling at community events
- Informal conversations
- Workshops
- Community meeting presentations
- Public meetings (Fort Bragg City Council, Noyo Harbor District, etc.)

We'll "invite in" community perspectives and input through:

- Surveys with questions on targeted topics
- Listening sessions
- Community meeting presentations
- Tabling at community events
- Informal conversations
- Comment form on website [www.NoyoOceanCollective.org]

We'll "share findings back" with our community through:

- Final published BEVRI Plan and updated LCPs for City of Fort Bragg and County of Mendocino
- E-newsletter and announcements through website [www.NoyoOceanCollective.org]
- Community meeting presentations
- Informal conversations
- Public meetings (Fort Bragg City Council, Noyo Harbor District, etc.)

Use of Best Practices for Collaborative Community Engagement

Our community engagement strategy and processes will be guided by industry-established best practices for community engagement, including:

Engage Early and Often

- Community members need information, time, and multiple opportunities to get involved in building the BEVRI Plan. Our community involvement strategy outlines an approach for frequent engagement opportunities throughout all BEVRI planning phases, from beginning to end.

Set Clear Goals

- By establishing clear goals and measurable metrics for community involvement in building the BEVRI Plan, we can ensure we're working collaboratively toward a common endpoint and mutually agreeable outcomes.

Pursue Inclusivity

- It is our priority to seek out and amplify voices within our community that have been historically marginalized. There's a role for everyone who wants to get involved, and we commit to creating spaces and using tools that will ensure we invite and integrate inclusive perspectives in the BEVRI Plan.

Build Lasting Relationships

- The BEVRI Plan is not a standalone effort, it builds on prior community outreach processes and will lay the foundation for more to come. By listening to, planning for, and acting with our community members in mind, we're committing to building and strengthening our community connections throughout the BEVRI process and beyond.

Ensure Transparency

- We know that nurturing trust is key to achieving our collective successes. We're aiming for utmost clarity in our communications and building shared expectations for BEVRI Plan process and outcomes that are measurable and hold us accountable for our commitments.

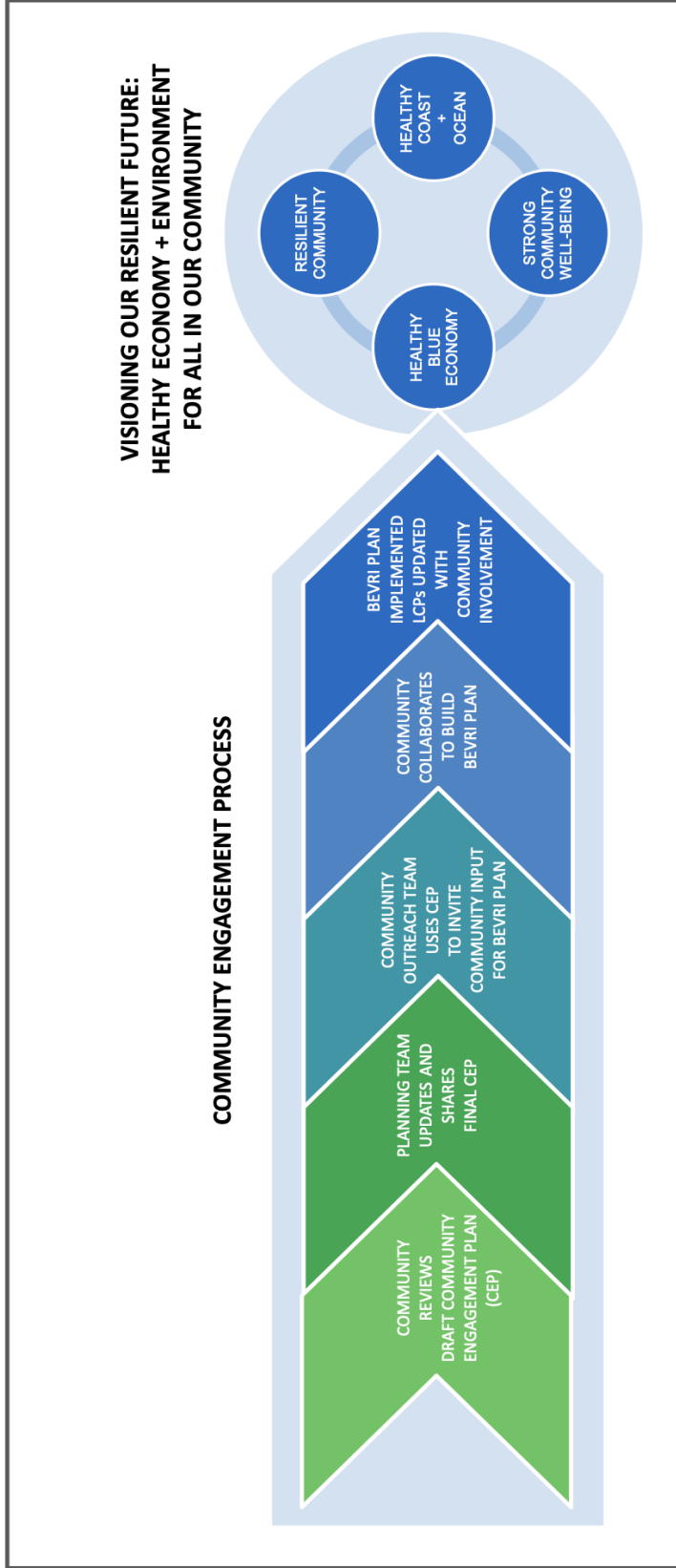


Figure 1. Process for Collaborative Community Engagement in BEVRI Plan Development

Anticipated Outcomes of Community Collaboration

- Local community who is informed, engaged, and empowered:
 - Shapes and realizes collective vision for vibrant future where our local environment and economy work in harmony
 - Is aware of the process and outcomes of a series of technical studies on our local physical, environmental, and economic conditions
 - Highlights diverse and marginalized voices
 - Leverages a network of community leaders to invite community input
- Final BEVRI Plan that is robust, visionary and practical, and strategic:
 - Reflects community visions for vibrant future, built through inclusive representation of diverse community groups
 - Builds upon previous planning and community outreach work
 - Ties in to Noyo Harbor Community Sustainability Plan
 - Guides local efforts to connect our community to historic federal investment opportunities
- Updated LCPs for City of Fort Bragg and Mendocino County:
 - Reflect current, specific, strategic community priorities for local coastal activities
 - Prepare us for changing future while retaining our traditions going back generations

Measuring Outcomes and Reporting Findings

In order to ensure transparency and continue building community trust, the Planning Team will prioritize opportunities to measure outcomes from the BEVRI planning process and share back findings with the community. Findings will be shared through in-person opportunities like presentations at public meetings, and through written methods, such as summaries within the written BEVRI Plan.

Examples of the type of quantitative information that may be reported back include numbers of completed surveys, workshops hosted, presentations at public meetings, and analytics from NOC website and social media engagement. Examples of the type of qualitative information that may be reported back include: summaries of themes from survey responses, summaries of findings from informal conversations, comments and emails received through the NOC website. Appendices to the BEVRI Plan will include analytics from survey software, as well as written comments and emails.

Community Outreach Tools and Timeline

Tools for Collecting Community Input

The tools that we'll use to collaborate with the community will include:

- Surveys to invite targeted input on variety of BEVRI Plan related topics
- Pop-up events and tabling for 'information exchanges' at community events
- Listening sessions and workshops
- Immersion in place events, like "walk and talks" at Noyo Harbor, Noyo Headlands Coastal Trail
- Formal press releases
- Written updates in local organizations' newsletters
- Website and social media
- Informal discussions and word-of-mouth communications
- Input received through website [www.NoyoOceanCollective.org]

Survey Strategy Overview

Surveys will be used to collect targeted information from community members about their views on specific topics related to the BEVRI Plan. A 'bookends survey' approach – where the same survey questions are asked of the community at the beginning and end of the community engagement process – will be used to detect shifts in community awareness and/or perceptions during the BEVRI planning process. In addition to the bookend surveys, 3-5 surveys will be created and conducted as the BEVRI Plan progresses.

Surveys will focus on targeted topics related to BEVRI Plan elements (for example, commercial fishing, Noyo Harbor businesses, sea level rise planning, LCP updates, etc.) Surveys will be brief in order to reduce participant fatigue and attrition (for example, no more than 10 questions per survey). Surveys will be made available to community members in both digital and paper formats, and in English and Spanish.

Survey response data will be stored securely in password protected digital files and/or filing storage systems in locked offices. Survey findings will be synthesized and summarized in the BEVRI Plan in a chapter that describes the community engagement process and findings. Survey findings may also inform process steps for technical studies.

Personal Interviews

The Planning Team will conduct individual or small group interviews with various community members and people from local organizations to discuss the BEVRI Plan and LCP amendment process, and confirm

common understanding and goals. Later, the Planning Team will conduct personal interviews about specific topics related to coastal/ocean activities. Interview participants will include people from local community-based organizations, businesses, community leaders, and other community members. Findings from interviews will inform subsequent next steps of the BEVRI planning process, and themes will be summarized in a chapter of the written BEVRI Plan.

Workshops

Between three and five workshops will be organized over the course of BEVRI Plan development, in sequence to progressively build upon prior workshop themes. Workshops will be structured strategically to facilitate discussions about resilience and adaptation opportunities related to the BEVRI Plan, and opportunities for blue economy business and workforce development. Workshop agendas will reflect workshop goals for facilitating positive community experiences, creating community awareness, inviting community input, and fostering meaningful dialogue. Workshops will include presentations, breakout discussions and other participatory activities like surveys, and intentional opportunities for reporting out findings and next steps. Summaries of each workshop agenda and outcomes will be made available on the Noyo Ocean Collective website. Workshop facilitation and materials will be available in English and Spanish and will be ADA compliant.

Pop-Up Events, Tabling at Community Events

To create enthusiasm and awareness, the Community Outreach Team will join community events that are already occurring in order to provide an overview of the BEVRI Plan and process, share resources, conduct surveys, and communicate opportunities to be involved in shaping the future of our coastal community.

Tactile and Visual Tools

At public events and workshops, the Community Outreach Team will use tactile tools like 3D models and maps to foster interactions with community members that invite imaginative approaches to visioning the future. Tactile tools can be effectively used to engage participants' senses at in-person events, which can lead to creativity and cooperative, constructive dialogue. Tactile tools can ignite the power of play and allow people to communicate about complex concepts in a relaxed and natural manner. Visual storytellers will also be invited to work in concert with technical subject matter experts to shape complex processes into visual stories that are relatable, accessible, and tailored to the local community.

Public Meetings before Decision Makers

Presentations about BEVRI Plan-related opportunities and updates will be given at regularly scheduled public meetings before decision makers of the City of Fort Bragg, Noyo Harbor District, Sherwood Valley

Band of Pomo Indians, and Mendocino County. We will also request to present to the California Coastal Commission, Mendocino-Lake Community College District, Fort Bragg Unified School District, as well as to boards of various local organizations.

Website

The Noyo Ocean Collective website [www.NoyoOceanCollective.org] serves as a repository for all things BEVRI planning. It showcases various methods for community involvement, contains a social media kit, hosts BEVRI surveys and a comment form, and displays an event calendar. We will post BEVRI Plan technical studies as they are developed, and highlight various resources for curious minds to learn more. The website will be updated regularly to both solicit input and report findings.

Social Media

Social media will be used to direct users to the website, and will also include standalone posts with cogent messaging and visual content about outreach opportunities to help build the BEVRI Plan. For example, social media posts will highlight opportunities for the community to participate in workshops, take surveys, and attend pop-up events to provide input on the BEVRI Plan. Social media posts will be developed along the timeline of the various engagement and outreach opportunities, and will be shared through the social media channels of NOC member organizations and other interested parties.

Social media use by the BEVRI Planning Team and NOC partners will follow best practices for using social media for community engagement. Social media posts will be branded and use Americans with Disabilities Act (ADA) accessible colors, images, and branding. Posts will use plain language and be in English and Spanish. A social media kit is included on the NOC website to encourage community members to post and help keep messaging and branding cohesive.

Timeline

Figure 2 shows a timeline for community collaboration during the development process for the BEVRI Plan and LCP updates (also referred to as LCP amendments). This draft CEP was created in summer 2023 and will be updated based on community and partner review in autumn 2023. Once the CEP is finalized, it will be implemented through the duration of the planning process into 2026. From autumn 2023 to spring 2025, technical studies will be conducted to inform the BEVRI Plan (for more information on technical studies, see Local Coastal Program and BEVRI Plan Technical Studies, page 17). The BEVRI Plan will be finalized in autumn 2025. The Planning Team will coordinate on LCP amendment development activities with Mendocino County and Coastal Commission staff from spring 2025 until the LCP Amendment is locally adopted and submitted to the Coastal Commission for certification by October 2026 (for more information on the LCP amendment process, see Local Coastal Program Updates and the BEVRI Plan, page 17).

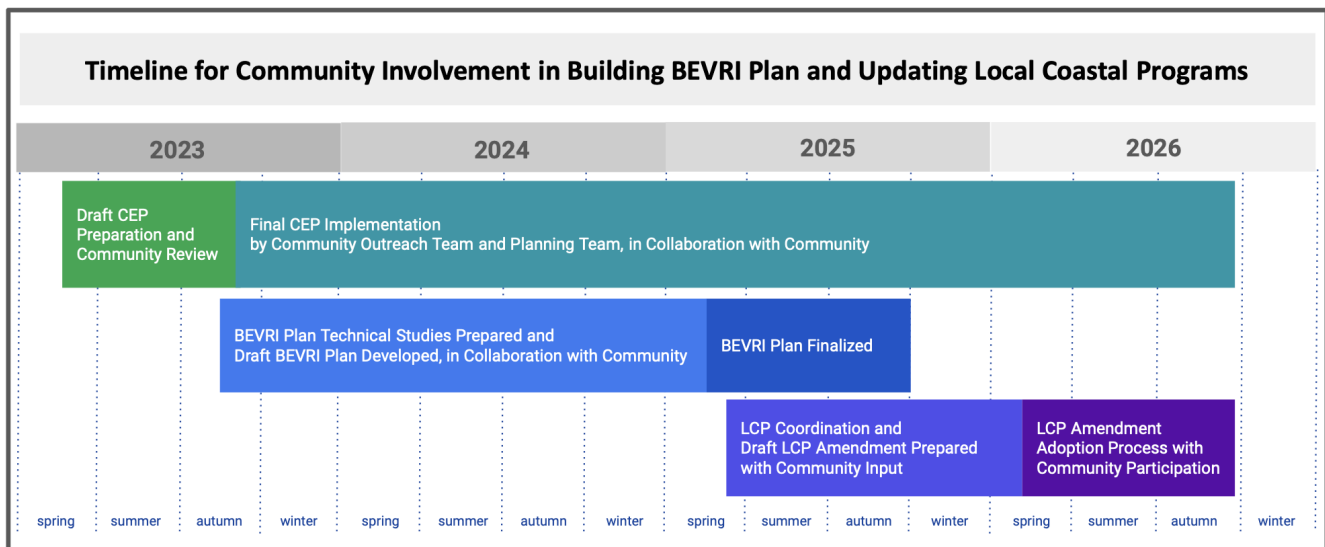


Figure 2. Timeline for community collaboration in BEVRI Plan and LCP Amendment Development

Local Coastal Program (LCP)

Local Coastal Programs as Planning Tools

California state law requires local governments with jurisdiction along California's coastline to conduct land use planning and permitting in accordance with California's Coastal Act. The Coastal Act outlines how coastal land may be developed, or protected from development, with consideration for public coastal access and recreation; protection of habitat, biodiversity, and open space; and balanced development for private and commercial uses. In practice, the Coastal Act gives authority to the California Coastal Commission to certify local governments' land use plans through planning documents called Local Coastal Programs (LCP). Permitting authority over most development is retained by local government entities, although the Coastal Commission must review and approve any amendment to a certified LCP.

The City of Fort Bragg adopted its initial LCP in 1980 and it was certified by the Coastal Commission on July 14, 1983. Since then several amendments have been adopted and certified; the last comprehensive update occurred in August 2008. Our LCP consists of a Land Use Plan and Implementation Program reflecting distinctive qualities of Fort Bragg, while also addressing regional and statewide interests, and conforming to Coastal Act goals and policies.

BEVRI Plan and Subsequent LCP Amendment

Findings from the BEVRI Plan will be incorporated into goals, policies and programs of the City of Fort Bragg's LCP, as well as Mendocino County's LCP update related to the Fishing Village zoning designation. In a parallel process, findings from the County of Mendocino's Sea Level Rise Resiliency Strategy will be incorporated into the City's LCP update regarding sea level rise. As such, it is important for the City of Fort Bragg, Noyo Harbor District, Mendocino County, and Coastal Commission staff to coordinate closely on findings and policy recommendations. This will be accomplished with regular bi-monthly agency meetings scheduled throughout the duration of the project. Joint community engagement activities will also be coordinated, when appropriate.

The City's LCP amendment process ensures that a draft of proposed LCP amendments are available to the public at least six weeks before a vote, and formal notice is given at least ten working days before a Public Hearing on the matter. Following City Council approval of proposed changes, staff will prepare an LCP Amendment Submittal and transmit to the Coastal Commission for consideration. Upon receipt, Coastal Commission staff will review the package for completeness and request additional information, as necessary. Once the application is deemed complete, Coastal Commission staff will prepare a report

and recommendation, which will be published at least seven calendar days before consideration. The hearing itself is noticed at least ten days before a decision is made.

The overall process is iterative and structured to provide the public opportunity to review and weigh in. Often modifications are requested by the Coastal Commission, in which local acceptance to modifications might not be straightforward. As such, timing for LCP processing is dynamic and difficult to predict. The proposed timeline delivers a Draft LCP Amendment by June 1, 2026 in order for it to be locally adopted by September 30, 2026 and submitted to the Coastal Commission for consideration by October 15, 2026.

BEVRI Plan Technical Studies and LCP Amendment

The BEVRI planning effort includes development of several technical studies and analyses to gather comprehensive information about the physical, environmental, and economic conditions of Noyo Harbor. This work supports informed decision making, will use the best available science and be peer reviewed by subject matter experts. An initial list of studies to be conducted include:

- **An analysis of site-specific scenarios for sea level rise, tsunami hazards, and increased erosion in Noyo Harbor** will be used to identify opportunities and limitations for proposed development, infrastructure needs, and adaptation needs.
- **A parcel inventory** to identify current land uses, economic contributions, boundaries, and historic status. Space within the harbor is limited, and a comprehensive review of existing development is needed to inform strategy for increasing overall productivity.
- **A harbor facilities conditions assessment** to assess and document the present condition of Noyo Harbor facilities, will include data review and interviews with Harbor District Management, City and County officials, and marina users to gather understanding of any chronic maintenance needs, operational issues or concerns, and conditions assessments on key facilities. The assessment will focus on structural integrity and a mooring basin analysis in order to maximize harbor use and benefit to the local economy. The assessment will also identify needed harbor improvement/projects, and provide cost estimates for repairs and replacements.
- **An assessment of opportunities and limitations of blue economy uses in Noyo Harbor** will assess adaptation and resiliency measures based on the site-specific sea level rise and hazard assessment; a suite of potential projects to pursue in and around Noyo Harbor; and potential partners and funding sources.
- **Additional technical studies** will include an aquaculture feasibility study that incorporates a water quality assessment and considers future climate impacts on potential aquaculture operations, and an analysis of harbor special district management.

Community input will be sought as part of all studies. Studies will be presented to the public as they are completed, and compiled on the project website [\[www.NoyoOceanCollective.org\]](http://www.NoyoOceanCollective.org).

DRAFT



NOYO HARBOR DISTRICT AGENDA ITEM SUMMARY

AGENDA ITEM #: 2

MEETING DATE:
10/12/2023

TITLE

Budget 2023-2024

RECOMMENDED ACTION

Approval or Recommendations

ANALYSIS

Harbormaster made recommended changes to the proposed budget from the August meeting. A more detailed report was developed via Quickbooks payroll which led to insights on payroll tax expenses that the District is responsible for verse funds withheld from employee paychecks and deposited on their behalf.

The Grant information page was updated to reflect all income grants for the 2023-2024 year including the FEMA project which has yet to be completely allocated by FEMA and CAL OES. However, the District should still plan for the cost share that would be associated with those funds should they be allocated.

The property and liability insurance was reduced to \$210,000 from \$250,000. Newfront Insurance was able to shop the Harbor District's insurance coverage and was able to get a more competitive price of \$198,000 for the marina coverage this year verse last years price of \$245,000.

ATTACHMENTS

Proposed Budget 2023-2024



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Noyo Harbor District (NHD)

	Proposed Budget 2020/2021	Proposed Budget 2021/2022	Proposed Budget 2022/2023	Actual Expenses 2022/2023	Proposed Budget 2023/2024
Revenues					
Slip Rental - Contract	550,000.00	525,000.00	650,000.00	453,476.26	456,000.00
Slip Rental - Transient	65,000.00	50,000.00	60,000.00	47,039.04	43,000.00
Hoist Fees	0.00	3,000.00	1,000.00	660.00	1,000.00
Park & Launch	25,000.00	30,000.00	35,000.00	22,906.56	25,000.00
Main Pier	0.00	0.00	0.00	75.00	1,000.00
Ground Rent	30,000.00	30,000.00	40,000.00	34,342.08	30,000.00
Encroachment Leases	20,000.00	20,000.00	20,000.00	14,218.75	20,000.00
Electric	0.00	0.00	15,000.00	958.54	10,000.00
Late Fees	600.00	3,000.00	4,000.00	30.00	2,000.00
Income -Marina Based	690,600.00	661,000.00	825,000.00	573,706.23	588,000.00
Community Fish Markets	25,000.00	5,000.00	3,000.00	7,712.29	3,000.00
Property Tax Rev-Current	102,000.00	112,000.00	117,000.00	120,408.53	117,260.00
Interest Income	3,000.00	5,000.00	4,830.00	25,737.87	30,000.00
Local Coastal Program Update- City Of Fort Bragg					20,000.00
Other Revenues	130,000.00	122,000.00	124,830.00	153,858.69	170,260.00
Total Revenues	820,600.00	783,000.00	949,830.00	727,564.92	758,260.00

Expenses	Proposed Budget 2020/2021	Proposed Budget 2021/2022	Proposed Budget 2022/2023	Actual Expenses 2022/2023	Proposed budget 2023/2024
Payroll and Employee Burdens					
Harbormaster	60,000.00	60,000.00	60,000.00	69,850.00	70,000.00
Wages Hourly 1 F.T. 3 P.T.	95,000.00	95,000.00	137,696.00	115,033.29	116,000.00
Emp. Health & Dental Insurance	85,000.00	85,000.00	25,000.00	22,933.02	24,000.00
Sep. Ira	18,000.00	20,000.00	15,000.00	7,641.67	8,100.00
Payroll Tax Expense	30,000.00	31,500.00	31,000.00	15,459.44	17,000.00
Employee Totals	288,000.00	291,500.00	268,696.00	230,917.42	235,100.00
Utilites					
Utilities Expense (Trash/Water)			90,000.00	66,332.11	68,000.00
Power			55,000.00	53,105.79	55,000.00
Utilities	115,000.00	130,000.00	145,000.00	119,437.90	123,000.00
Insurance Property & Liability	193,000.00	195,000.00	210,000.00	266,203.25	210,000.00
Legal and Professional Fees					
Legal	15,000.00	15,000.00	35,000.00	13,193.48	24,000.00
Consultant	10,000.00	10,000.00	20,000.00	38,291.91	25,000.00
Auditor	3,500.00	8,000.00	10,000.00	8,000.00	8,500.00
Legal and Professional Totals	28,500.00	33,000.00	65,000.00	59,485.39	57,500.00

	Proposed Budget 2020/2021	Proposed Budget 2021/2022	Proposed Budget 2022/2023	Actual Expenses 2022/2023	Proposed Budget 2023/2024
Office and Admin Expenses					
Outside Services	1,000.00	1,000.00	1,000.00		0.00
Office Expense	6,000.00	6,000.00	6,000.00	12,399.46	11,000.00
Office Equipment	1,500.00	1,500.00	1,500.00		800.00
Conferences & Meetings	0.00	5,000.00	5,000.00	4,541.15	5,000.00
Dues and Subscriptions Exp	2,000.00	3,000.00	12,000.00	8,769.25	10,000.00
Advertising Expense	500.00	500.00	3,000.00	1,435.88	800.00
Communications Expense	3,000.00	3,000.00	3,000.00	4,737.61	4,500.00
Rent or Lease Expense	0.00	0.00	0.00		0.00
Taxes & Assessments	25,000.00	32,000.00	3,000.00	4,622.83	3,000.00
Refunds				4,240.00	1,000.00
Bank Charges				3,334.95	0.00
Office and Admin Expenses	26,500.00	26,500.00	34,500.00	44,081.13	36,100.00
Grounds					
Repairs & Maintenance	35,000.00	35,000.00	45,000.00	27,493.50	28,000.00
Operating Supplies	9,000.00	9,000.00	9,000.00	5,834.23	7,000.00
Equipment Purchase	2,000.00	10,000.00	4,000.00	0.00	0.00
Equipment Expense	1,000.00	3,000.00	1,000.00	0.00	0.00
Fuel Expense	3,000.00	1,500.00	1,600.00	4,156.61	5,000.00
Maintenance & Repairs	50,000.00	58,500.00	60,600.00	37,484.34	40,000.00
Submerged Tidelands Expenses					
Deferred Maintenance	35,000.00	65,000.00	30,000.00	11,037.46	10,000.00
Channel Dredging Expense	0.00	0.00	0.00		
Debris Removal Expense	0.00	0.00	0.00		
Marina Dredging Expense	0.00	0.00	0.00	18,126.17	
Contingency Fund	0.00	0.00	0.00		
Sumerged Tidelands Totals	35,000.00	65,000.00	30,000.00	29,163.63	10,000.00

	Proposed Budget 2020/2021	Proposed Budget 2021/2022	Proposed Budget 2022/2023	Actual Expenses 2022/2023	Proposed Budget 2023/2024
Misc. Expenses					
Misc. Expenses	0.00	0.00	0.00		
Misc. Expenses	70,000.00	130,000.00	0.00		0.00
Grant Expenses					
Save Grant	0.00	0.00	13,000.00		10,000.00
FEMA 4683DR					25,000.00
Grant Expenses	0.00	0.00	13,000.00	0.00	35,000.00
Total Expenses	806,000	929,500	826,796	786,773	746,700.00
Net Income	14,600	(146,500)	123,034	(59,208)	11,560.00

Active Grants

SAVE Grant				Remaining	2023/2024
2021/2022	Total Award	Remaining	Match	Match	Year Expense
End Date:					
9/30/2023	\$115,000.00	\$111,500.00	\$11,500.00	\$11,150.00	\$11,150.00

SAVE Grant				Remaining	2023/2024
2023/2023	Total Award	Remaining	Match	Match	Year Expense
End Date:					
9/30/2024	\$80,000.00	\$80,000.00	\$8,000.00	\$80,000.00	\$40,000.00

State Lands				Remaining	2023/2024
Commission	Total Award	Remaining	Match	Match	Yearly
					Expense
End Date: 10/2026	\$448,808.00	\$375,838.04	\$0.00	\$0.00	\$0

EDD - CERF Pilot				Remaining	2023/2024
	Total Award	Remaining	Match	Match	Yearly
					Expense
End Date: 10/2025	\$3,203,872.00	\$3,203,872.00	\$0.00	\$0.00	\$0

FEMA 4683DR				Remaining	2023/2024
Estimated	Estimate Cost	Remaining	Match	Match	Yearly
Completion Date:					Expense
2027	\$3,500,000.00	\$3,500,000.00	\$218,750.00	\$218,750.00	\$25,000.00

Account/Reserve Information

Current Cash Balances

Chase Checking	\$90,428.72
Chase Money Market	\$134,064.33
LAIF	\$1,704,033.45
Total	\$1,928,526.50

Total not pre-allocated to grant fundings

6 Month operating expense	\$270,000.00
Reserves	\$1,282,688.46

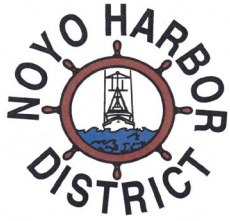
Positions	Pay Rates	Salary	Hours Per Week	Total
Harbormaster		67800.00	40	67,800.00
Full Time Maintance	25.92		40	53,913.60
Part Time Maintance	18.36		30	28,641.60
Part Time Maintenance	18.36		30	28,641.60
Part Time Admin Assistant	25.92		25	33,696.00
Totals				\$212,693

Noyo Harbor District

Payroll Summary

From Jul 01, 2022 to Jun 30, 2023 for all employees from all locations

Item	Total
Hours - total	7339.33
Hours - Regular Pay	5059.25
Hours - Overtime Pay	7
Hours - Bonus	0
Hours - Vacation Pay	82
Hours - Sick Pay	87
Hours - Holiday Pay	24
Hours - Salary	2080.08
Gross pay - total	\$ 184,883.29
Gross pay - Regular Pay	\$ 110,710.08
Gross pay - Overtime Pay	\$ 247.05
Gross pay - Bonus	\$ 5,625.00
Gross pay - Vacation Pay	\$ 1,713.08
Gross pay - Sick Pay	\$ 1,800.36
Gross pay - Holiday Pay	\$ 562.72
Gross pay - Salary	\$ 64,225.00
Pretax deductions - total	
Adjusted gross	\$ 184,883.29
Other pay - total	\$ 0.00
Employee taxes & deductions - total	-\$ 35,061.25
Employee taxes - total	-\$ 35,061.25
Employee taxes - Federal Income Tax	-\$ 14,348.80
Employee taxes - Social Security	-\$ 11,462.80
Employee taxes - Medicare	-\$ 2,680.82
Employee taxes - CA Income Tax	-\$ 4,723.98
Employee taxes - CA State Disability Ins	-\$ 1,844.85
Employee Aftertax deductions - total	
Net pay	\$ 149,822.04
Employer taxes & contributions - total	\$ 15,459.44
Employer taxes - total	\$ 15,459.44
Employer taxes - FUTA Employer	\$ 249.62
Employer taxes - Social Security Employer	\$ 11,462.80
Employer taxes - Medicare Employer	\$ 2,680.82
Employer taxes - CA ETT	\$ 41.60
Employer taxes - CA SUI Employer	\$ 1,024.60
Company contributions - total	
Total payroll cost	\$ 200,342.73



NOYO HARBOR DISTRICT AGENDA ITEM SUMMARY

AGENDA ITEM #: 3

MEETING DATE:
10/12/2023

TITLE

Geveden Industrial Contract

RECOMMENDED ACTION

Approval or Recommendations

ANALYSIS

Geveden Industrial was the only company that bid on the second round of the Vessel Destruction Project. Their bid price was \$361,900 for four vessels that comprised the main bid schedule. The District has \$230,000 remaining in their State Lands Commission Grant for Vessel Destruction.

The Harbor, SHN and Geveden had a meeting to discuss the higher-than-expected prices from Geveden. Upon reviewing their anticipated expenses, labor and a risk contingency were the two items that stood out the most. In the bid documents the Harbor District stated that the vessels could not be on the ground for more than 72 hours. With this parameter, labor for Geveden became a costly item. They estimated that their team would require overtime and an on-site safety inspector to ensure the work was complete within the 72 hour time frame.

They also estimated a large risk contingency. In the bid documents the District stated that contractors were responsible for understanding all aspects of the projects. However, each vessel is unique and poses unique challenges. In order to avoid large change orders in the future, Geveden worked into the bid price a risk contingency. This would allow them to have enough funds to dismantle the vessel without requesting more funds from the District.

After speaking with Geveden, they have an understanding of the construction and physical aspects of the vessels and how that translates into the vessels needs as they are hauled out and dismantled. They understand disposal of electronics, lead-acid batteries and of the other hazardous waste aboard the vessels.

Geveden's bid is valid for 90 days from the date it was submitted
(9/28/2023).

ATTACHMENTS

Geveden Bid and Construction Agreement

NOYO HARBOR DISTRICT

Noyo Harbor District Vessel Destruction Project


Bid Opening (#2)

Thursday, September 28, 2023, 2 p.m.

District Office

Bidder Name	Bidder Address	Bid Amount
1. Groveden Industrial	1355 Vista Way Red Bluff CA	\$ <u>361,900</u> Base Bid 290,400 Add Alt.
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$

Natalie McLaughlin, SHN Engineers


Anna Neumann, Harbormaster,
Noyo Harbor District

Contract Documents

For

Noyo Harbor District Vessel Destruction Project

**Noyo Harbor District
Fort Bragg, Mendocino County, California**

(Bidding Requirements, General Conditions, Special
Provisions and Construction Agreement)

Bid Opening Date: September 28, 2023, at 2:00 p.m.

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Introductory Notice to Bidders:

1. Questions Concerning Bid Items:

Questions concerning interpretation of the General Conditions and Contract Documents, and bid items shall be directed to:

Noyo Harbor District
Anna Neumann, Harbormaster
19101 S. Harbor Drive
Fort Bragg, CA 95437
(707) 964-4719
noyohd@yahoo.com

Office hours: Monday through Friday, 8:00 a.m. to 5:00 p.m.

2. Project Contacts

Owner:

Noyo Harbor District
Anna Neumann, Harbormaster
19101 S. Harbor Drive
Fort Bragg, CA 95437
(707) 964-4719
noyohd@yahoo.com
Noyo Harbor District

Construction Manager:

SHN Engineers & Geologists
Jason Island, Construction Manager
335 S. Main Street
Willits, CA 95490
(707) 459-4518

3. Pre-Bid Conference

A **mandatory** pre-bid conference is scheduled for Thursday, September 14, 2023, at 10:00 a.m. at the project site, Noyo Harbor District Mooring Basin, in Fort Bragg.

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Notice Inviting Bids

Noyo Harbor District Vessel Destruction Project

1. Notice is hereby given that sealed Bids will be received by the Noyo Harbor District (District) located at 19101 S. Harbor Drive, Fort Bragg, California 95437, until 2:00 p.m., on Thursday September 28, 2023, for the Vessel Destruction Project. Any Bids received after the specified time and date will not be considered. Fax and other electronically transmitted Bids will not be accepted.
2. Opening of Bids: The Bids will be publicly opened and read at 2:00 p.m., on Thursday September 28, 2023, at the above-mentioned office of the District. The District reserves the right to postpone the date and time for opening of Bids at any time prior to the aforesaid date and time.
3. Description of Work: The performance of all the work and the furnishing of all the labor, supplies, tools, and equipment to remove, demolish, and properly dispose of NHD identified vessels.
4. Location of Vessels: All vessels are within the Noyo Harbor District. The vessels to be removed are located in the Mooring Basin.
5. Site of Work: Vessels can be minimized/destroyed/crushed on the Noyo Harbor District Property, vessel shall not remain on the site, in any form, for more than 72 hours from the removal of the vessel from the mooring basin. Specific sites are at the discretion of the Harbormaster and must be approved before removal from the mooring basin. Or vessel can be minimized/destroyed/crushed at Contractor's designated on-land staging site(s) and transported in containers to the appropriate landfill facility or moved in whole condition to the approved landfill facility and disposed of there in whole. All vessels and parts thereof are to be disposed of in a properly licensed and permitted landfill facility.
6. Permits: Contractor shall obtain any required permits to complete the work.
7. Obtaining Contract Documents: The Contract Documents are entitled Noyo Harbor District Vessel Destruction Project. An electronic copy of the Contract Documents may be obtained by contacting the Noyo Harbor District by contacting Anna Neumann, Harbormaster, by email at noyohd@yahoo.com or by calling (707) -964-4791.
8. Bid Security: Each Bid shall be accompanied by a certified or cashier's check or Bid Bond executed by an admitted surety in the amount of 10 percent of the Total Bid Price payable to the Noyo Harbor District as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement. A Bid shall not be considered unless one of the forms of Bidders security is enclosed with it. Upon acceptance of the Bid, if the Bidder refuses to or fails to promptly execute the Agreement, the Bidders security shall be forfeited to the District.
9. Contractor's License Classification: In accordance with the provisions of California Public Contract Code Section 3300, the District has determined that the Contractor shall possess a valid Class A license at the time that the Contract is awarded. Failure to possess the specified license shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license at the time of award.

Instructions to Bidders

1. Defined Terms

Terms used in these Instructions to Bidders and the Notice Inviting Bids which are defined in the General Conditions have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to District, as distinct from a sub-bidder, who submits a price or quote to a Bidder.

2. Local Business License

All Contractors, including subcontractors, not already having a local business license for the work contemplated, will be required to secure the appropriate license before a Contract can be executed.

3. Interpretations and Addenda

- 3.1. All questions about the meaning or intent of the Contract Documents are to be directed to the Engineer. Additions, deletions, or revisions to the Contract Documents considered necessary by the Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Engineer as having received the Contract Documents. Questions received less than 10 days prior to the date of Bid opening may not be answered. Only answers to such questions issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 3.2. Addenda may also be issued to make other additions, deletions, or revisions to the Contract Documents.
- 3.3. Bidders shall make no special interpretation or inference of intent from differing formats in the Contract Documents.

4. Bidder's Examination of Contract Documents and Site

- 4.1. It is the responsibility of each Bidder before submitting a Bid:
 - a. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical" data referred to below);
 - b. To visit the site to become familiar with local conditions that may affect cost, progress, or performance of the Work;
 - c. To obtain or consider off site location(s) for vessel demolition and disposal that may affect cost, progress, or performance;
 - d. To consider federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
 - e. To study and carefully correlate the Bidder's observations with the Contract Documents; and
 - f. To notify the Engineer of all conflicts, errors, ambiguities, or discrepancies in or between the Contract Documents and such other related data.

- 4.2. The Contractor will adhere to all Best Management Practices for Abandon Boats (NOAA) and Small Vessel Dismantling Best Management Practices (California Water Board). Except as cannot reasonably be avoided through regular, diligent removal efforts, vessels shall be removed from the water and destroyed on land. No vessel shall be intentionally dismantled, broken apart, or destroyed in the water.
- 4.3. The Contractor is required to have all local, state, and federal licenses, certifications, and permits required to fulfill each aspect of work under this agreement. NHD will not provide any licenses, permits, or certifications. All required licenses, permits, and certifications must be valid and active for the duration of the work required under this Work.
- 4.4. Information and data reflected in the Contract Documents with respect to Underground Utilities at or contiguous to the site are based upon information and data furnished to the Engineer by the owners of such Underground Utilities or others, and the District does not assume responsibility for the accuracy or completeness.
- 4.5. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Utilities, and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2, 4.3, and 4.4 of the General Conditions.
- 4.6. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise that may affect cost, progress, or performance of the Work and that the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- 4.7. On request a minimum of 2 working days in advance, the Engineer will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Location of any excavation or boring shall be subject to prior approval of Engineer and applicable agencies. Bidder shall fill all holes, restore all pavement to match existing structural section, and shall clean up and restore the site to its former condition upon completion of such explorations. Engineer reserves the right to require Bidder to execute an Access Agreement with the District prior to accessing the site.
- 4.8. The lands upon which the Work is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the District unless otherwise provided in the Contract Documents.

6.3 Bids by joint venture must be executed in the joint venture name and be signed by a joint venture managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the joint venture must appear below the signature.

7. Disqualification of Bidders

More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the District believes that any Bidder is interested in more than one Bid for the Work contemplated, all Bids in which such Bidder is interested will be rejected. If the District believes that collusion exists among the Bidders, all Bids will be rejected. A party who has quoted prices to a bidder is not hereby disqualified from quoting prices to other Bidders, or from submitting a Bid directly for the Work.

8. Quantities of Work

The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the Work. The Owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price item of the Work by an amount up to and including 25 percent of any Bid item in its entirety, or to add additional Bid items up to and including an aggregate total amount not to exceed 25 percent of the Bid price.

9. Substitute Or "Or Equal" Items

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a particular manufacturer and the name is followed by the words "or equal", the Bidder may write the name of a substitute manufacturer (which the Bidder considers as an "or equal") in the List of Proposed Substitutions in the Bid Forms. The Engineer will make a determination of approval or rejection of the proposed substitution prior to award of the Contract. No request for substitution of an "or equal" item will be considered by the Engineer after award of the Contract. The procedure for the submittal of substitute or "or equal" products is contained in the Bid Forms. The Bidder shall not be relieved of any obligations of the Contract Documents or be entitled to an adjustment in the Contract Price in the event any proposed substitution is not approved.

10. Competency of Bidders

In selecting the lowest responsive, responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the Work covered by the Bid. To this end, each Bid shall be supported by a statement of the Bidder's experience as of recent date including: (a) all projects worked on by the Bidder over the past three (3) years including the contract amount for each project; (b) all complaints made against the Contractor's license in the past ten (10) years; and (c) all claims and lawsuits presented or filed in the last five (5) years, regardless of the form, regarding any public works project.

11. Submission of Bids

The Bid shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time and at the proper place.

12. Bid Security, Bonds, and Insurance

Each Bid shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the "Invitation to Bid." Said check or bond shall be made payable to the District and shall be given as a guarantee that the Bidder, if awarded the Work, will enter into an Agreement with the District and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond. In case of refusal or failure to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the District. If the Bidder elects to furnish a Bid Bond as its Bid security, the Bidder shall use the Bid Bond form bound herein. Bid Bonds shall comply with the requirements applicable to payment and performance bonds in the General Conditions.

12.1 Bidding Capacity. Each Bid shall be accompanied by a list of the projects currently being worked on by Bidder, their size, contract price, scheduled completion date, location, and owner.

13. Discrepancies In Bids

In the event there is more than one Bid item in a Bid Schedule, the Bidder shall furnish a price for all Bid Items in the Schedule, and failure to do so will render the Bid non-responsive and shall cause its rejection. In the event there are unit price Bid items in a Bidding schedule and the amount indicated for a unit price Bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the Bidder shall be bound by said correction. In the event there is more than one Bid item in a Bid Schedule and the total indicated for the Schedule does not agree with the sum of the prices Bid on the individual items, the prices Bid on the individual items shall govern and the total for the Schedule will be corrected accordingly, and the Bidder shall be bound by said correction.

14. Modifications and Unauthorized Alternative Bids

Unauthorized conditions, limitations, or provisions attached to the Bid shall render it informal and may cause its rejection as being non-responsive. The Bid forms shall be completed without interlineations, alterations, or erasures in the printed text. Alternative Bids will not be considered unless called for. Oral, electronic, or telephonic Bids or modifications will not be considered.

15. Withdrawal of Bid

The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of Bids prior to the scheduled closing time for receipt of Bids.

16. Bid Protest

Any Bid protest must be submitted in writing to the Harbormaster before 5:00 p.m. on the fifth (5th) working day following Bid opening.

- a. The initial protest document must contain a complete statement of the basis for the protest, and all supporting documentation.
- b. The party filing the protest must have actually submitted a Bid for the Work. A subcontractor of a party submitting a Bid for the Work may not submit a Bid protest. A party may not rely on the Bid protest submitted by another Bidder, but must timely pursue its own protest.
- c. The protest must refer to the specific portion of the bid document which forms the basis for the protest.
- d. The protest must include the name, address and telephone number of the person representing the protesting party.
- e. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The District will give the protested Bidder five (5) working days after the receipt of the protest to submit a written response. The responding Bidder shall transmit the response to the protesting Bidder concurrent with delivery to the District.
- g. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to pursue the Bid protest further, including filing a Government Code Claim or legal proceedings.
- h. If the District determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards.

17. Award of Contract

Award of the contract, if awarded, will be made to the lowest responsive, responsible Bidder -whose Bid complies with the requirements of the Contract Documents. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the bids are to remain open. Unless otherwise indicated, a single award will be made for all the Bid items in an individual Bid Schedule. In the event the Work is contained in more than one Bid Schedule, the District may award Schedules individually or in combination. In the case of two Bid Schedules that are alternative to each other, only one of such alternative schedules will be awarded. The District may condition the award upon the Bidder's timely submission of all items required by the Contract Documents, including, but not limited to the executed Agreement, performance, labor and materials, and maintenance bonds, and required certificates of insurance and endorsements.

18. Return of Bid Security

Within 14 days after award of the contract, the District will, if requested, return the Bid securities accompanying such Bids that are not being considered in making the award. All other Bid securities will be held until the Agreement has been finally executed. They will then be returned, if requested, to the respective Bidders whose Bids they accompany.

19. Execution of Agreement

The Bidder to whom award is made shall execute a written Agreement with the District on the form of agreement provided, shall secure all insurance, and shall furnish all certificates and bonds required by the Contract Documents within five (5) working days after receipt of Notice of Award from the District. Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the District may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the District may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid securities shall be likewise forfeited to the District.

20. Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Agreement.

21. Workers' Compensation Requirement

The Bidder should be aware that in accordance with Section 3700 of the California Labor Code it will, if awarded the Contract, be required to secure the payment of compensation to its employees and execute the *Workers' Compensation Certification in the form contained in these Contract Documents*.

22. Non-Collusion Affidavit

Bidders must execute the non-collusion affidavit contained in these contract documents and submit the same with his/her bid.

23. Materials Suppliers List

Bidders and their subcontractors must complete the List of Materials Suppliers and Material Guarantee form provided with the Bid Forms and must submit the completed form with the Bid.

End of Instructions To Bidders

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Proposal

To the Noyo Harbor District:

The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the contract documents, and read the accompanying instructions to bidders, and hereby proposes to do all the work required to complete the said work in accordance with said contract, and special provisions for the unit or lump sum prices set forth in the attached Bid Schedules.

It is understood and agreed that the undersigned shall complete the work of the contract within the time provided for in the Contract Documents governing said work.

If awarded the contract, the undersigned hereby agrees to sign said contract and to furnish the necessary bonds, insurance certificates, and agreements within five (5) working days after receipt of Notice of Award of said contract from the District.

The undersigned has examined the location of the proposed work and is familiar with the contract documents, and the local conditions at the place where the work is to be done.

The undersigned has checked carefully all the figures on the attached Bid Schedule and understands that the District will not be responsible for any errors or omissions by the party of the undersigned in making up the bid.

Enclosed find bidder's bond, certified check, or cashier's check No. Bid Bond of the Ohio Casualty (Company) (Bank) for 10% of Bid Value Dollars (\$ \$ 361,900.00).

This project requires a Class California State Contractor's License.

Contractor's License No. 937203 License General "A" Class

Expiration Date of Contractor's License 8/31/2025

A bid submitted to a public agency by a contractor who is not licensed shall be considered nonresponsive and shall be rejected by the public agency. The undersigned contractor declares that the contractor's license number and expiration date stated herein are made under penalty of perjury under the laws of the State of California.

Contractor: Geveden Industrial Inc.
Signed by: Jake Sheaffer
Address: 1355 Vista Way Red Bluff, California 96080

Dated this 26Th day of September, 20 23

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Bid Schedule


(DO NOT DETACH)

Item No.	Base Bid Item Description With Unit Price Written in Words	Approx. Quantity	Unit Price	Total Item Price
1	Mobilization/Demobilization for the Lump Sum Price of <u>Thirty Six Thousand Six Hundred Fifty</u> _____ Dollars	1 LS	\$ <u>36,650.00</u>	\$ <u>36,650.00</u>
2	Remove and Dispose of Christine, #254572 a 46 ft. Wooden Vessel for the Lump Sum Price of <u>Ninety One Thousand Four Hundred Fifty</u> _____ Dollars	1 LS	\$ <u>91,450.00</u>	\$ <u>91,450.00</u>
3	Remove and Dispose of Angelina #256620 a 37 ft. Wood Vessel for the Lump Sum Price of <u>Seventy Seven Thousand One Hundred</u> _____ Dollars	1 LS	\$ <u>77,100.00</u>	\$ <u>77,100.00</u>
4	Remove and Dispose of Blue Northern #115284 a 45ft Wood Vessel for the Lump Sum Price of <u>Ninety Thousand Two Hundred</u> _____ Dollars	1 LS	\$ <u>90,200.00</u>	\$ <u>90,200.00</u>
5	Remove and Dispose of Avispa #25686 a 30ft Fiberglass over Plywood Vessel for the Lump Sum Price of <u>Sixty Six Thousand Five Hundred</u> _____ Dollars	1 LS	\$ <u>66,500.00</u>	\$ <u>66,500.00</u>
Total Project Base Bid in Words:			Total Base Bid in Figures:	
<u>Three Hundred Sixty One Thousand Nine Hundred</u> _____ Dollars			\$ <u>361,900.00</u>	

Item No.	Add Alternate Bid Item Description With Unit Price Written in Words	Approx. Quantity	Unit Price	Total Item Price
1	Remove and Dispose of Captain Cook #266985 a 50 ft. Wooden Vessel for the Lump Sum Price of <u>One Hundred Seven Thousand One Hundred Fifty</u> Dollars	1 LS	\$ <u>107,150.00</u>	\$ <u>107,150.00</u>
2	Remove and Dispose of Miss Smith #602485 a 45 ft. Steel Vessel for the Lump Sum Price of <u>Ninety Three Thousand Three Hundred</u> Dollars	1 LS	\$ <u>93,300.00</u>	\$ <u>93,300.00</u>
3	Remove and Dispose of Empress #238584 a 40 ft. Wooden Vessel for the Lump Sum Price of <u>Eighty Nine Thousand Nine Hundred Fifty</u> Dollars	1 LS	\$ <u>89,950.00</u>	\$ <u>89,950.00</u>
Total Project Bid Price for Alternates in Words:			Total Add Alternate Bid in Figures:	
<u>Two Hundred Ninety Thousand Four Hundred</u> Dollars			\$ <u>290,400.00</u>	

Total Bid Price Including Base Bid and Alternates:

Six Hundred Fifty Two Thousand Three Hundred Dollars \$ 652,300.00
(In Words) (In Figures)


Signature of Bidder

Geveden Industrial Inc.
Company

Bidder Must Sign This Page
End of Base Bid Schedule Section

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Non-Collusion Affidavit

To Be Executed By Bidder and Submitted With Bid

The undersigned declares:

I am the Operations V/P of Geveden Industrial Inc., 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: 9/26/2023 [date],

at: Red Bluff [city], California [state].

End of Non-Collusion Affidavit Form

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Questionnaire and Financial Assurance Statement Form

The following statements as to experience and financial qualifications of the Bidder are submitted in conjunction with the proposal as part thereof, and the truthfulness and accuracy of the information is guaranteed by the Bidder.

The Bidder has been engaged in the contracting business under the present business for 14 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 10 years.

The Bidder, as a contractor, has never failed to complete a contract awarded to contractor satisfactorily, except as follows:

N/A

List all claims and lawsuits presented or filed in the last five (5) years, regardless of the form, regarding any public works project:

N/A

The following contracts for work have been completed in the last three (3) years for the persons, firm or authority indicated and to whom reference is made:

Year	Type of Work-Size, Length and Contract Amount	Location and for Whom Performed
<u>Current</u>	<u>Demo, Structural Concrete, Mech & Electrical 153 days @ 1.4 million</u>	<u>Mad River Hatchery - Cal DGS</u>
<u>2019</u>	<u>Demo, Concrete, 80 days @ 500,000</u>	<u>Beverly Hills - Capstone Micro Turbine</u>

The following complaints have been made against the Bidder's contractor's license within the past ten (10) years:

Date: _____ Nature of Complaint: N/A

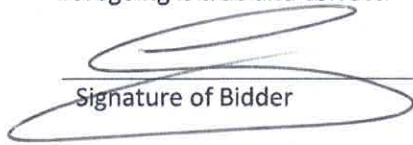
Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

Name of Bank	Address
Banner Bank	950 Main Street, Red Bluff, Ca 96080

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the bidder:

Name of Surety Company: Ohio Casualty Company

I, the undersigned, declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.



Signature of Bidder

Jake Sheaffer
Name of Bidder

End of Questionnaire and Financial Statement Form

Bid Bond

We, Geveden Industrial, Inc., as Principal, and The Ohio Casualty Insurance Company as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the Noyo Harbor District (herein called " Owner") for the payment of the penal sum of 652,300.00 Dollars (\$ _____), lawful money of the United States, which is ten (10) percent of the total amount bid by bidder to the Owner. Principal has submitted the accompanying bid for the construction of the Noyo Harbor District Vessel Destruction project.

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the Owner, at the price designated by his bid, and files the bonds required by the Agreement with the Owner, and carries all insurance in type and amount which conforms to the contract documents and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the Owner from seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Principal and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay the Owner's reasonable attorney's fees, witness fees and other costs incurred with or without suit.

Executed on September 25th, 2023.

Geveden Industrial Inc.

Principal

By: 

Bruce Geveden

Signature

President

Title

Any claims under this bond may be addressed to:

Surety Claims Department

1001 4th Street Ste 1700

Seattle WA 98154

(Attach Acknowledgment)

(Name and address of Surety's agent for service of process in California, if different from above)

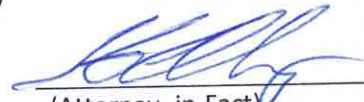
Acrisure, 363 Civic Dr., Ste 100 Pleasant Hill CA 94523
(Telephone number of Surety's agent in California)

(925) 686-2860

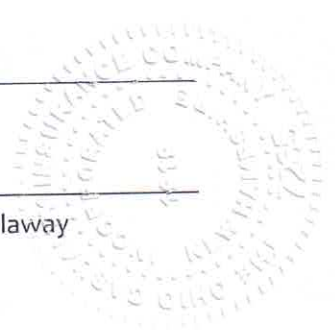
The Ohio Casualty Insurance Company

Surety

By



(Attorney- in-Fact) Steven Callaway



Notice:

No substitution or revision to this bond form will be accepted. Be sure that all bonds submitted have a certified copy of the bonding agent's power of attorney attached. Also verify that Surety is an "Admitted Surety" (i.e., qualified to do business in California), and attach proof of verification (website printout from the California Department of insurance website [<http://www.insurance.ca.gov/docs/index.html>] or certificate from County Clerk).

End of Bid Bond

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa
On September 25, 2023 before me, C. P. Cartagena, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Steven Callaway
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature C. P. Cartagena
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Geveden Industrial, Inc. Hoyo Harbor Dist. Vsl. Destruction
Title or Type of Document: Bid Bond Document Date: Sept. 25, 2023
Number of Pages: 5 Signer(s) Other Than Named Above: Bruce Geveden

Capacity(ies) Claimed by Signer(s)
Signer's Name: Steven Callaway
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

The Ohio Casualty Insurance Company

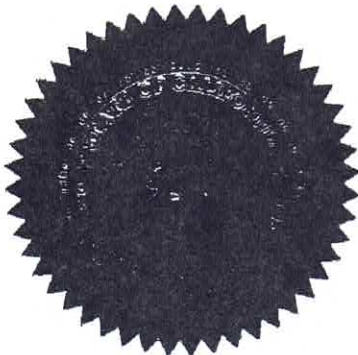
of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Automobile and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, *effective as of the 19th day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19th day of March, 2013.*



Dave Jones
Insurance Commissioner

Valerie J. Sarfaty
for Nettie Hoge
Chief Deputy

By

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206634-986932

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michelle Stanwood, Steven Callaway, Theresa R. Baner

all of the city of Pleasant Hill state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of October, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 28th day of October, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of September, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Tehama)
On Sept 26, 2023 before me, Trish Jantzen, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Bruce Sweden
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Trish Jantzen
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bear Bond Document Date: 9-25-23
Number of Pages: 5 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Bruce Sweden
[X] Corporate Officer - Title(s): President
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:

Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:

List of Subcontractors

In accordance with the provisions of Sections 4100-4114, inclusive, of the Public Contract Code of the State of California, each bidder shall list below the name and location of place of business of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent (0.5%) of the total contract price. In each such instance, the nature and extent of the work to be performed shall be described.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one (1) subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent (0.5%) of the prime contractor's total bid, the prime contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime contractor shall perform that portion himself or herself. The subcontracting of work for which no subcontractor was designated in the original bid and which is in excess of one-half of one percent (0.5%) of the total contract price, will be allowed only with the written consent of the District.

Name of Subcontractor	Address of Office, Mill, or Shop	Description of Work to be Performed (Also Show Bid Schedule Item Number)
AFM Enviromental, Inc.	752 Northport Drive Ste C W Sac, Ca 95691	Certified Lead & Asbestos Abatement

End of List of Subcontractors

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Bid Proposal Certificate

State of California (if Corporation)

) ss:
County of Tehama)

I Hereby Certify that a meeting of the Board of Directors of the Geveden Industrial Company

_____ a Corporation existing
under the laws of the State of California, held on _____,
2023, the following resolution was duly passed and adopted:

"Resolved, that Bruce Geveden, as President of the corporation, be and is hereby
authorized to execute the Bid Proposal dated 9/26, 2023, for the
Vessel Destruction project, in the Noyo Harbor District, and that
his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed,
shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of the corporation this 26Th,
day of _____, 20____
September, 2023


Secretary

(SEAL)



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Assurances for Compliance with Federal Laws and Regulations

The Contractor is required to comply with the following federal laws and regulations:

- Non-discrimination in Employment in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967
- Debarment in accordance with the Executive Order 12549 and Executive Order 1 U46
- Anti-kickback in accordance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874)
- Contract Work Hours and Safety Standards in accordance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.327-330)

I do solemnly declare and affirm that I am obligated to comply with the above Federal laws and regulations. It is understood that non-compliance with any one of the above Federal laws and regulations will be sufficient reason to cause termination of the contract.



Signature of Prime Contractor

9/26/2023

Date

Jake Sheaffer

Print Name and Title

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Equal Employment Opportunity Certification

The Bidder Geveden Industrial Inc., proposed

Subcontractor AFM Enviromental, hereby certifies that he/she has/ has not participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he/she has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the Equal Opportunity clause. Contracts and subcontracts which are exempt from the Equal Opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1. 7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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Debarment and Suspension Certification

Title 49, Code of Federal Regulations, Part 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

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Nonlobbying Certification For Federal-Aid Contracts

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

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Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 USC 1352

1. Type of Federal Action

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:

- a. initial
- b. material change

For Material Change Only:
Year _____ Quarter _____

4. Name and Address of Reporting Entity

- Prime Subawardee
Tier _____, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

Congressional District, if known

6. Federal Department/Agency

7. Federal Program Name/Description

CFDA Number, if Applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(if individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
\$ _____ actual planned

13. Type of Payment (check all that apply)

- a. retainer
- b. on-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify: _____

12. Form of Payment (check all that apply)

- a. cash
- b. i-kind: specify: nature _____
value _____

14. Brief Description of Services Performed or to be performed and Date(s) of service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352.
This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Noyo Harbor District Vessel Destruction Project

Attachment

\\\\Willits\PROJECTS\2021\421058-Noyo-CSP\105-Vessel-Dest-P\CM folders\1. Initiation\2-Contract-Bid-Docs\20230828-Vess-Dest-Volume1-Bid Docs.doc

civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized for Local Reproduction
Standard Form - LLL

For Federal use Only:

ADDENDUM NO. 1

FOR

NOYO HARBOR DISTRICT VESSEL DESTRUCTION PROJECT

DATE: September 8, 2023
TO: Plan Holders
SUBJECT: **ADDENDUM TO INSTRUCTION TO BIDDERS**
BID OPENING DATE: **Thursday, September 28, 2023, at 2:00pm**

This Addendum No. 1 forms a part of the Bidding and Contract Documents and modifies the Project Plans as described below:

The following revisions shall be made to Volume 1,

1. Analysis results of materials for all vessels.

All other specifications are as originally described.

Please sign this addendum in the space provided and include the signed copy of the addendum with your bid documents. **NOTE THAT BID DOCUMENTS SUBMITTED WITHOUT A SIGNED COPY OF THIS ADDENDUM MAY BE CONSIDERED NON-RESPONSIVE AND MAY BE REJECTED.**



Anna Neumann, Harbormaster

September 8, 2023

Dated

The undersigned has received and read this addendum.

Geveden Industrial Inc. _____

Contractor


Signature

Name (Printed) Jake Sheaffer

Date 9/26/2023

ADDENDUM NO. 2
FOR
NOYO HARBOR DISTRICT VESSEL DESTRUCTION PROJECT

DATE: September 22, 2023
TO: Plan Holders
SUBJECT: **ADDENDUM TO INSTRUCTION TO BIDDERS**
BID OPENING DATE: **Thursday, September 28, 2023, at 2:00pm**

This Addendum No. 2 forms a part of the Bidding and Contract Documents and modifies the Project Plans as described below:

The following revisions shall be made to Volume 1,

1. Engineers Estimate of Approximate cost is \$298,000.

All other specifications are as originally described.

The following are request for information with answers:

1. Question: What type of asbestos is involved?

Answer: The survey contains the following information with regard to asbestos type and licensure.

Angelina

Handling, removing, or disposing of ACM must be performed in accordance with Local AQMD, State, and Federal Regulations (CCR & CFR) by a Licensed Asbestos Abatement Contractor.

OSHA requires that levels down to a tenth of percent (0.1 %) of ACM can be removed only by a DOSH Licensed Asbestos Abatement Contractor with trained personnel holding valid asbestos worker certification, and proper PPE (Personal Protection Equipment). Work must be in accordance with State and Federal Law (Cal/OSHA and EPA). All other building material containing asbestos greater than one percent (>1 %) is regulated waste according to Environmental Protection Agency.

Below are approximate quantities of >1 % asbestos containing material found on site:

- Non-friable (NESHAP Category II) Asbestos Containing Material (cement pipe): Approx. 10 Lin. Ft

The location of ACM, quantity, percent, friability, type of asbestos, and date sampled can be found on the attached analytical lab report number 23AB2448-1

Empress

Handling, removing, or disposing of ACM must be performed in accordance with Local AQMD, State, and Federal Regulations (CCR & CFR) by a Licensed Asbestos Abatement Contractor.

OSHA requires that levels down to a tenth of percent (0.1 %) of ACM can be removed only by a DOSH Licensed Asbestos Abatement Contractor with trained personnel holding valid asbestos worker certification, and proper PPE (Personal Protection Equipment). Work must be in accordance with State and Federal Law (Cal/OSHA and EPA). All other building material containing asbestos greater than one percent (>1 %) is regulated waste according to Environmental Protection Agency.

Below are approximate quantities of >1 % asbestos containing material found on site:

- Friable (NESHAP RACM) Asbestos Containing Material (cloth gasket): Approx. 12 Lin. Ft
- Non-friable (NESHAP Category I) Asbestos Containing Material (gasket w/tar, & tar wrap) Approx. 58 Lin. Ft

The location of ACM, quantity, percent, friability, type of asbestos, and date sampled can be found on the attached analytical lab report number 23AB2448-4.

Christine

Handling, removing, or disposing of ACM must be performed in accordance with Local AQMD, State, and Federal Regulations (CCR & CFR) by a Licensed Asbestos Abatement Contractor.

OSHA requires that levels down to a tenth of percent (0.1 %) of ACM can be removed only by a DOSH Licensed Asbestos Abatement Contractor with trained personnel holding valid asbestos worker certification, and proper PPE (Personal Protection Equipment). Work must be in accordance with State and Federal Law (Cal/OSHA and EPA). All other building material containing asbestos greater than one percent (>1 %) is regulated waste according to Environmental Protection Agency.

Below are approximate quantities of >1 % asbestos containing material found on site:

- Friable (NESHAP RACM) Asbestos Containing Material (sprayed ceiling & floorfelt backing): Approx. 168 Ft²

The location of ACM, quantity, percent, friability, type of asbestos, and date sampled can be found on the attached analytical lab report number 23AB2448-3.

For full details please refer to the Asbestos Reports and the associated Analytical Lab Reports in the Asbestos and Lead Sampling Survey for information on the quantities, types, and locations of asbestos associated with the vessels.

2. Question: Should oil and Fuel be removed and disposed of before demolition begins?

Answers: The selected contractor is responsible for proper removal and disposal of all materials related to the Work.


3. Question: What percent is the bid bond?

Answer: Each Bid shall be accompanied by a certified or cashier's check or Bid Bond executed by an admitted surety in the amount of 10 percent of the Total Bid Price.

4. Question: What public safety measures should be taken when work is underway.

Answer: The selected contractor should ensure that public safety measures are taken to prevent members of the public from entering the job site.

Please sign this addendum in the space provided and include the signed copy of the addendum with your bid documents. **NOTE THAT BID DOCUMENTS SUBMITTED WITHOUT A SIGNED COPY OF THIS ADDENDUM MAY BE CONSIDERED NON-RESPONSIVE AND MAY BE REJECTED.**



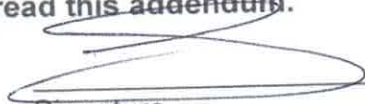
Anna Neumann, Harbormaster

September 22, 2023
Dated

The undersigned has received and read this addendum.

Geveden Industrial Inc.

Contractor



Signature

Name (Printed) Jake Sheaffer Date 9/26/2023

ADDENDUM NO. 3

FOR

NOYO HARBOR DISTRICT VESSEL DESTRUCTION PROJECT

DATE: September 25, 2023
TO: Plan Holders
SUBJECT: **ADDENDUM TO INSTRUCTION TO BIDDERS**
BID OPENING DATE: **Thursday, September 28, 2023, at 2:00pm**


This Addendum No. 3 forms a part of the Bidding and Contract Documents and modifies the Project Plans as described below:

The following revisions shall be made to Volume 1,

1. Bid Scheule Item No. 2, the Christine, vessel license #254572, has been removed from the Marina and the Work will no longer require removal from the water. The vessel will be located on Noyo Harbor District Property on District obtained equipment, until contract award. Contractor shall then utilize contractor equipment during demolition and disposal.

All other specifications are as originally described.

Please sign this addendum in the space provided and include the signed copy of the addendum with your bid documents. **NOTE THAT BID DOCUMENTS SUBMITTED WITHOUT A SIGNED COPY OF THIS ADDENDUM MAY BE CONSIDERED NON-RESPONSIVE AND MAY BE REJECTED.**



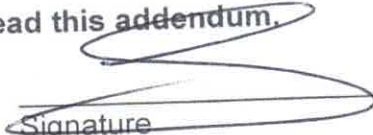
Anna Neumann, Harbormaster

September 25, 2023
Dated

The undersigned has received and read this addendum.

Geveden Industrial Inc.

Contractor



Signature

Name (Printed) Jake Sheaffer Date 9/26/2023

(Do Not Detach)

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the Noyo Harbor District, Fort Bragg, County of Mendocino, State of California, by motion passed _____, 20____, has awarded to _____, hereinafter designated as the "Principal," a contract for constructing

Noyo Harbor District Vessel Destruction Project

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 Noyo Harbor District, Fort Bragg, County of Mendocino, State of California, hereinafter called the "Owner," to the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for which sum well and duly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the hereby bound Principal, his/her 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.

(Do Not Detach)

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 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

(Do Not Detach)

Payment/Labor and Materials Bond

KNOW ALL MEN BY THERE PRESENTS: That WHEREAS, the Noyo Harbor District, Fort Bragg, County of Mendocino, State of California, by motion passes _____, 20__, has awarded to _____, hereinafter designated as the "PRINCIPAL" a contract constructing:

Noyo Harbor District Vessel Destruction Project

AND WHEREAS, said Principal is required under the terms of said contract 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, provision, 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;

WHEREAS, pursuant to California Civil Code Section 3247, the PRINCIPAL is required, before entering upon the performance of the Contract, to file a payment bond with and have such bond approved by the officer or public entity by whom the Contract is awarded; and

WHEREAS, pursuant to California Civil Code Section 3248, such payment bond must be in a sum not less than one hundred percent (100%) of the total amount payable by the terms of the Contract, and must satisfy the other requirements specified in that section; and

WHEREAS, the PRINCIPAL is required in accordance with the Contract to furnish a payment bond in connection with the Contract to secure payment of claims of laborers, mechanics and materialmen employed on work under the Contract in accordance with applicable law;

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the PRINCIPAL and the undersigned _____, as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California are held and firmly bound unto all laborers, material men, and all other persons named in California Civil Code Section 3181 in the sum of _____ Dollars (\$ _____), lawful money of the United States, being a sum not less than one hundred percent of the total amount payable by the terms of the Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the PRINCIPAL or any of the PRINCIPAL's subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any persons named in California Civil Code Section 3181, or fail to pay for any labor, materials, provisions, provender, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or fail to pay amounts due under the Unemployment Insurance Code with respect to such work or labor, or fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the PRINCIPAL or any subcontractors of the PRINCIPAL pursuant to Section 13020 of the

Noyo Harbor District Vessel Destruction Project

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Unemployment Insurance Code with respect to such work or labor, that the SURETY will pay for the same in an amount not exceeding the amount herein above set forth, and also, in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court; otherwise this obligation shall be void.

It is hereby expressly stipulated and agreed by the said Surety, for value received, that this bond shall inure to the benefit of any and all of the persons named in Section 3181 of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

It is hereby further expressly stipulated and agreed by the said Surety, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or the Specifications or drawings accompanying the same or to any other part of the contract documents, as defined therein, shall in any manner affect the obligations of the SURETY on this bond, and SURETY does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 2022, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

(Corporate Seal)

PRINCIPAL

By: _____

(Acknowledgement)

Title: _____

(Corporate Seal)

SURETY

By: _____
(Attorney-in-fact)

(Acknowledgement)

Title: _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.)

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer, or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first sub-awardee of the prime is the first tier. Sub-awards include but are not limited to subcontracts, sub grants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description of the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant., or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-instructions Rev. 06-04-90«ENDIF»

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**Construction Agreement
VESSEL DESTRUCTION PROJECT**

**Noyo Harbor District
Fort Bragg, California**

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Agreement

This Agreement is dated as of the ____ day of _____ in the year 20____, by and between Noyo Harbor District (hereinafter called "District" and _____ hereinafter called "Contractor").

District and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1: Work

Contractor shall complete the Work as specified or indicated in the District's Contract Documents entitled Noyo Harbor District Vessel Destruction Project. Quality control shall be performed and compliance with the Contract shall be verified by qualified professionals selected by the District or the District's representative.

To include the performance of all the Work and the furnishing of all the labor, supplies, tools, and equipment to demolition and dispose of vessels as specified by the Noyo Harbor District and as outlined in the Bid Schedule.

All Work that is performed on District owned property shall not remain on the site, in any form, for more than 72 hours from the removal of the vessel from the mooring basin. Specific sites are at the discretion of the Harbormaster and must be approved before removal from the mooring basin. Or vessel can be minimized/destroyed/crushed at Contractor's designated on-land staging site(s) and transported in containers to the appropriate landfill facility or moved in whole condition to the approved landfill facility and disposed of there in whole. All vessels and parts thereof are to be disposed of in a properly licensed and permitted landfill facility.

Contractor is aware that the project is funded by the American Rescue Plan Act through the California State Lands Commission and the Division of Boating and Waterways Surrendered and Abandoned Vessels Exchange (SAVE) Grant Program, and funding agencies may at any and all reasonable times during the term of this Agreement, enter the Project area for purposes of inspecting the Project area and have the right to review the Contractor's records.

Article 2: Completion of Work

The Work shall be completed to the satisfaction of the District within **90 DAYS** from the commencement date stated in the Notice to Proceed. *In no event, however, shall the Work to be performed under this contract be considered to be complete until all construction items called for as stated in Article 1: Work has been completed and the contract price paid in full.*

Article 3: Liquidated Damages

- A. District and the Contractor recognize that time is of the essence of this Agreement and that the District will suffer financial loss if the Work is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage which the District will sustain in the event of and by reason of the Contractor's failure to fully perform the Work or to fully perform all of its contract obligations that have accrued by the time for completion as specified in Article 2 herein and/or as specified for completion of any scheduled operations

or works described in the Special Provisions. It is, therefore, agreed in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the District liquidated damages in the sum of One Thousand Dollars (\$1,000) per day for each and every calendar day that expires after the time for completion specified in Article 2 herein and/or as specified for completion of any scheduled operations or works described in the Special Provisions except as otherwise provided by extension of time pursuant to Article 12 of the General Conditions. It is further understood and agreed in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time this contract was made, and that the District may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor.

- B. Liquidated damages will continue to accrue at the stated rate until final completion of the Work. Accrued liquidated damages may be deducted by the District from amounts due or that become due to the Contractor for performance of the Work. Liquidated damages may not be waived or reduced by District unless expressly waived or reduced in writing by the Construction Manager.

Article 4: Prevailing Wages

- A. Pursuant to California Labor Code Section 1771, Contractor and any subcontractor shall pay all workers employed in execution of the Work in accordance with the general rate of per diem wages specified for each craft, classification, or type of worker needed to execute the Work.
- B. Contractor is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and Contractor and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- C. Contractor and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. Contractor is responsible for ensuring compliance with this section.
- D. Contractor and any subcontractor shall fully comply with California Labor Code Section 1777.5, concerning apprentices, which is incorporated by this reference as though fully set forth herein. Contractor is responsible for ensuring compliance with this section.
- E. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Agreement. Contractor and any subcontractor shall pay workers overtime pay as required by California Labor Code Section 1815. Contractor and any subcontractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation so the provisions of Article 3 of Chapter 1 of

Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.

Article 5: Contract Price

- A. District shall pay Contractor for completion of the Work the sum of _____ (\$), based on the bid price of same and in accordance with the Contract Documents.
- B. Notwithstanding any provisions herein, Contractor shall not be paid any compensation until such time as Contractor has on file with the District current information requested on the "Vendor Information" form available from the District.
- C. In no case shall the total contract compensation exceed _____ (\$) without prior written authorization by the Harbormaster. Further, no compensation for a section or work program component attached with a specific budget shall be exceeded without the prior written authorization of the Harbormaster.

Article 6: Bonds

- A. Before entering upon the performance of the Work, the Noyo Harbor District shall cause the Contractor to furnish Performance, and Payment/Labor and Materials Bonds, each in the amount of one hundred percent (100%) of the contract price. These Bonds shall remain in effect at least until one (1) year after the date of Completion, except as otherwise provided by Law or Regulation or by the Contract Documents.
- B. The form of the Performance, Payment/Labor and Materials are provided by the District as part of the Contract Documents. Only such bond forms provided by the District are acceptable, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- C. If the surety on any Bond furnished by the Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the Contractor shall within 7 days thereafter substitute another Bond and surety, which must be acceptable to the District.
- D. All Bonds required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from surety companies that are duly licensed or authorized in the State of California to issue Bonds for the limits so required.

Article 7: Payment Procedures

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the Construction Manager as provided in the General Conditions.

Article 8: Retention

- A. Pursuant to Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any money withheld by the District to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District or with a state or federally chartered bank in California as to the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the Contract.
- B. Alternatively, the Contractor may request and the District shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the Contractor. The Contractor shall be responsible for paying all fees for the expenses incurred by the escrow account and all expenses of the District. These expenses and payment terms shall be determined by the District's Finance Director or his/her designee and the escrow agent. Upon satisfactory completion of the Contract, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the District, pursuant to the terms of this section. The Contractor shall pay to each subcontractor, not later than 20 days

of receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to ensure the performance of the Contractor.

- C. Securities eligible for investment under Section 22300 shall be limited to those listed in Section 16430 of the Government Code and to bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the District.

Article 9: Contract Documents

The Contract Documents which comprise the entire agreement between the District and the Contractor concerning the Work consist of this Agreement and the following attachments to this Agreement:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Forms including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits
- Labor and Materials Bond
- Performance Bond
- General Conditions
- Supplementary General Conditions (if any)
- Special Provisions
- Addenda (if any)
- Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto.

There are no Contract Documents other than those listed in this Article 9. The Contract Documents may only be amended by Change Order as provided in Paragraph 3.5 of the General Conditions.

Article 10: Changes in Work

Owner Directed Change Orders. The Owner may at any time during the progress of the Work direct any amendments to the Work or any of the Contract Documents, including, but not limited to the Technical Specifications, or Project Plans. Such amendments will in no way void the agreement, but will be applied to amend the Contract Price, if such amendments affect the Contract Price, the Project schedule, if such amendments affect the Project schedule, or any other provision of the Contract Documents based on a fair and reasonable valuation of the amendment in accordance with this Article.

Writing Requirement. Change orders and other amendments to the Contract Documents may be made only by writing executed by authorized representatives of the Owner and the Contractor.

Contractor Proposed Change Orders. Unless the Construction Manager otherwise authorizes or the Owner and the Contractor otherwise agree, change order proposals submitted by the Contractor must be submitted to the District and Construction Manager no later than the time of the proposed change.

All Change Orders. All change order proposals must be submitted on completed Change Order forms provided by the Owner. All such change order proposals must itemize all cost impacts of the proposed change order and include a total price for that change order and the amended Contract Price that would become effective upon execution of the change order. All change order proposals must specify any change in the Project schedule, or in any project milestone including, but not limited to, the Time for Completion, under the change order. It is understood that change orders that do not specify a change in any milestone, including, but not limited to, the Time for Completion, may be accomplished by the Time for Completion then in effect.

Change Order Pricing. Change order pricing will be governed by the following:

- Unit prices specified in the Contract Documents will apply to cost impacts involving items for which the Contract Documents specify unit prices.
- Cost impacts involving items for which no unit prices are specified will be calculated by adding the itemized actual direct cost that would be added or reduced under the change order and an allowance for indirect costs in accordance with this Section. Itemization for direct costs for required labor must include the classifications of labor required, the total hours required for each classification, the hourly rate for each classification and other labor related costs such as liability and workers compensation insurance, social security, retirement and unemployment insurance. All other cost impacts for which no unit prices are specified must be itemized as appropriate, including the cost of tools, vehicles, phones and other equipment, and the cost of all required materials or supplies. Indirect costs added under a change order may not exceed an allowance of fifteen (15) percent of the total of combined Contractor and subcontractor direct costs added under the change order. Such allowance covers Contractor overhead and profit under the change order and includes the cost of insurance in addition to that required pursuant to Section 8.8, bond premiums, superintendent labor, clerical labor, home office expenses, worksite office expenses, and utility costs under the change order. Such costs may not be itemized as direct costs under a change order. Indirect costs deducted under a change order will be calculated in exactly the same way as indirect costs added under a change order, except indirect costs deducted under a change order may not exceed an allowance of seven and a half (7.5) percent of the total of combined Contractor and subcontractor direct costs deducted under the change order.

Liability Under Unapproved Change Orders. The Contractor shall be solely responsible for any and all losses, costs, or liabilities of any kind incurred by the Contractor, any subcontractor engaged in the performance of the Work, any party supplying material or equipment for the Work or any third party that are incurred pursuant to Contractor-proposed change orders prior to issuance of an approved change order executed in accordance with this Section 3. The Contractor will have all of the obligations and the Owner will have all of the rights and remedies that are specified in Section 11 concerning any work or resulting losses, costs, or liabilities pursuant to a Contractor proposed change order before issuance of an approved change order executed in accordance with this Section 3.

Changes Subject to Contract Documents. Any changes in the Work and/or the Contract Documents pursuant to change orders and any other amendments issued in accordance with the Contract Documents, including this Section 4, will in all respects be subject to all provisions of the Contract Documents, except as modified by such change orders or amendments.

Disputed District Directed Change Orders. If the Contractor disputes an Owner directed change order following a reasonable effort by the and the Contractor to resolve the dispute including, at a minimum, a

meeting between appropriate representatives of the Contractor and the Owner, the Contractor must commence performing the Work consistent with the disputed change order within five (5) working days of the last meeting between representatives of the Contractor and the Owner to resolve the dispute, or within the time specified in the disputed District directed change order, whichever is later. In performing Work consistent with a disputed Owner-directed change order pursuant to this provision the Contractor will have all of the Contractor's rights concerning claims pursuant to the Contract Documents and applicable law.

Disputed Contractor Proposed Change Orders. If the Owner disputes a Contractor proposed change order, the Owner and the Contractor will use reasonable efforts to resolve the dispute including, at a minimum, holding a meeting between appropriate representatives of the Contractor and the Owner. Regardless of and throughout any such efforts to resolve the dispute the Contractor must continue performing the Work irrespective of and unmodified by the disputed change order. In continuing to perform the Work, the Contractor will retain all of the Contractor's rights under contract or law pertaining to resolution of disputes and protests between contracting parties. Disputes between the Owner and the Contractor concerning any Contractor-proposed change order or other amendment do not excuse the Contractor's obligation to perform the Work in accordance with the Contract Documents excluding such Contractor-proposed change order or other amendment by the Time for Completion or waive any other Project milestone or other requirement of the Contract Documents.

Article 11: Insurance

Contractor and any subcontractor shall not commence work under this Agreement until Contractor shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the District's Attorney as to form and carrier and the Harbormaster as to sufficiency, nor shall Contractor allow any contractor or subcontractor to commence work on this contract or subcontract until all similar insurance required of the Contractor and/or subcontractor shall have been so obtained and approved. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Contractor shall procure and maintain for the duration of the contract all necessary 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, the Contractor's agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

1. Coverage shall be at least as broad as:
 - a. Insurance Services Office Commercial General Liability coverage
 - b. Insurance Services Office form number covering Automobile Liability, code 1 (any auto)
 - c. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance
2. Certificates naming Noyo Harbor District as additional insured shall be provided by Contractor's insurance provider

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage (If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit)
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability: Bodily Injury by Accident, \$1,000,000 each accident; Bodily Injury by Disease, \$1,000,000; policy limit Bodily Injury by Disease, \$1,000,000 each employee
4. Bodily Injury or Death \$1,000,000 each person
\$1,000,000 each occurrence
5. Property and Product Damage \$1,000,000 each occurrence
\$1,000,000 aggregate
6. Fire Insurance 90% of the full insurable value of all insurable components of the Project

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, and volunteers; the State of California, its officers, agents, employees and servants are hereby declared to be additional insured under the terms of this policy, as to activities of the Grantee and in respect to the Project, and this policy shall not be canceled without thirty (30) days prior written notice to Grantee; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

1. The District, its officers, officials, employees, agents and volunteers, are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees, agents or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its officers, officials, employees, agents or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage

Contractor shall furnish the District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the District. All endorsements are to be received and approved by the District before work commences. As an alternative to the District's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Article 11: Indemnification

- A. Contractor shall indemnify, defend with counsel acceptable to District, and hold harmless to the full extent permitted by law, the District, their officers, officials, employees, agents, and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Work or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of the District. Such indemnification by the Contractor shall include, but not be limited to, liability of claims:
1. Resulting directly or indirectly from the performance of the Work by the Contractor, its subcontractors, suppliers, laborers, employees, or agents and any other person, firm, entity, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and/or from any and all claims and losses accruing or resulting to any person, firm, entity, or corporation who may be injured or damaged by Contractor in performance of this agreement;
 2. Resulting directly or indirectly from the negligence or carelessness of the Contractor, its subcontractors, suppliers, laborers, employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor, its employees, or agents;
 3. Arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's, or Supplier's own employees, or agents engaged in the Work resulting in actions brought by or on behalf of such employees against the District and/or the Construction Manager;
 4. Arising directly or indirectly from or based on the violation of any Laws or Regulations, whether by the Contractor, its subcontractors, employees, or agents;
 5. Arising directly or indirectly from the use or manufacture by the Contractor, its subcontractors, employees, or agents in the performance of this Agreement of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specified stipulated in this Agreement;

6. Arising directly or indirectly from the breach of any warranties, whether express or implied, made to the District or any other parties by the Contractor, its subcontractors, employees, or agents;
 7. Arising directly or indirectly from the willful misconduct of the Contractor, its subcontractors, employees, or agents;
 8. Arising directly or indirectly from any breach of the obligations assumed in this Agreement by the Contractor;
 9. Arising directly or indirectly from, relating to, or resulting from a hazardous condition created by the Contractor, Subcontractors, Suppliers, or any of their employees or agents; and
 10. Arising directly, or indirectly, or consequentially out of any action, legal or equitable, brought against the District, Construction Manager, their consultants, sub consultants, and the officers, directors, employees and agents of each or any of them, to the extent caused by the Contractor's use of any premises acquired by permits, rights of way, or easements, the Site, or any land or area contiguous thereto or its performance of the Work thereon.
- B. The Contractor shall reimburse the District for all costs and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs of appeal) incurred by said District in enforcing the provisions of this Paragraph.
- C. The indemnification obligation under this Article 11 shall not be limited in any way by any limitation on the amount or type of insurance carried by Contractor or by the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- D. Pursuant to California Public Contract Code Section 9201, District shall timely notify Contractor of receipt of any third-party claim relating to this Agreement.

Article 12: Disclaimer and Indemnity Concerning Labor Code Section 6400

By executing this agreement the Contractor understands and agrees that with respect to the Work, and notwithstanding any provision in this contract to the contrary, the Contractor, and/or its privities, including, without limitation, subcontractors, suppliers and others engaged by the Contractor in the performance of the Work shall be "employers" for purposes of California Labor Code Section 6400 and related provisions of law, and that neither District nor its officials, officers, employees, agents, volunteers or consultants shall be "employers" pursuant to California Labor Code Section 6400 with respect to the performance of the Work by the Contractor and/or its privities.

The Contractor shall take all responsibility for the Work, shall bear all losses and damages directly or indirectly resulting to the Contractor, any subcontractors, the District, its officials, officers, employees, agents, volunteers and consultants, on account of the performance or character of the Work, unforeseen difficulties, accidents, or occurrences of other causes predicated on active or passive negligence of the Contractor or of any subcontractor, including, without limitation, all losses, damages or penalties directly or

indirectly resulting from exposure to hazards in performance of the Work in violation of the California Labor Code. The Contractor shall indemnify, defend and hold harmless the District, its officials, officers, employees, agents, volunteers and consultants from and against any or all losses, liability, expense, claim costs (including costs of defense), suits, damages and penalties (including, without limitation, penalties pursuant to the California Labor Code) directly or indirectly resulting from exposure to hazards in performance of the Work in violation of the California Labor Code, except such liability or costs caused by the active negligence, sole negligence or willful misconduct of the District.

Article 13: Independent Contractor

It is understood and agreed that in the performance of this Agreement, Contractor (including its employees and agents) is acting in the capacity of an independent contractor, and not as an agent or employee of the District. Contractor has full control over the means and methods of performing said services and is solely responsible for its acts and omissions, including the acts and omissions of its employees and agents.

Article 14: Subcontractors

Contractor must obtain the District's prior written consent for subcontracting any Work pursuant to this Agreement. Any such subcontractor shall comply, to the extent applicable, with the terms and conditions of this Agreement. Any agreement between Contractor and a subcontractor pursuant to this Agreement shall provide that the subcontractor procure and maintain insurance coverage as required herein and which shall name District as an additional insured.

Article 15: Compliance with Laws/Provisions

1. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

1.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1.2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

1.3 The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of

such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

1.4 The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.5 The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

1.6 The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

1.7 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1.8 The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

2.1 *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2.2 *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

2.3 *Withholding for unpaid wages and liquidated damages.* The Noyo Harbor District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

2.4 *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 2.1 through 2.4 of this section.

3. CLEAN AIR ACT

3.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

3.2 The contractor agrees to report each violation to the Noyo Harbor District and understands and agrees that the Noyo Harbor District will, in turn, report each violation as required to assure notification to the ARPA Administrator, and the appropriate Environmental Protection Agency Regional Office.

3.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by ARPA.

4. FEDERAL WATER POLLUTION CONTROL ACT

4.1 The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

4.2 The contractor agrees to report each violation to the Noyo Harbor District and understands and agrees that the Noyo Harbor District will, in turn, report each violation as required to assure notification to the ARPA Administrator, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by ARPA.

5. DEBARMENT AND SUSPENSION

5.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

5.2 The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

5.3 This certification is a material representation of fact relied upon by Noyo Harbor District. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Noyo Harbor District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

5.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with

obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

6.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

6.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

6.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

7. PROCUREMENT OF RECOVERED MATERIALS

7.1 In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

7.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

7.1.2 Meeting contract performance requirements; or

7.1.3 At a reasonable price.

7.2 Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

7.3 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

8. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

8.1 The Contractor agrees to provide Noyo Harbor District, ARPA Grant representatives, SAVE Grant representatives, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

8.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

8.3 The Contractor agrees to provide the ARPA or SAVE Grant Administrators or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Article 16: Notices

All notices required or permitted by this Agreement, including notice of change of address, shall be in writing and given by personal delivery or sent postage prepaid and addressed to the parties intended to be notified, as set forth herein. Notice shall be deemed given as of the date of delivery in person or as of the date deposited in any post office or post office box regularly maintained by the United States Postal Service, unless otherwise stated herein.

Notice shall be given as follows:

District: Harbormaster
Noyo Harbor District
19101 S. Harbor Drive
Fort Bragg, CA 95437
Telephone: (707) 964-4719

Contractor: Principal
Company
Street
City, State
Phone Number

Article 17: Governing Law/Venue

This Agreement shall be construed and its performance enforced under California law. Venue shall be in the Superior Court of the State of California in the County of Mendocino.

Article 18: Non-Waiver

The District's failure to enforce any provision of this Agreement or the waiver of any provision in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

Article 19: Third Party Beneficiaries

The Parties do not intend, by any provision of this Agreement, to create in any third party any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

Article 20: Assignment

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

District and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 21: Severability

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise enforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

Article 22: Attorney's Fees

If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

Article 23: Sole and Only Agreement

This Agreement constitutes the sole and only Agreement between the parties. Any agreements or representations not expressly set forth in this instrument are null and void.

Signatures Appear On Next Page

In Witness Whereof, District and Contractor have caused this Agreement to be executed the day and year first above written.

District

Contractor

By _____

(Corporate Seal)

Attest

Attest

Address for giving notices
Noyo Harbor District
19101 S. Harbor Drive
Fort Bragg, CA. 95437

Address for giving notices

License No. _____

Approved as to Form:

(Signature)

Agent for service of process:
(Title)

End of Agreement

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Agreement Certificate

STATE OF CALIFORNIA (if Corporation)

_____) ss:

COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____ a corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ President of the Corporation, be and is hereby authorized to execute the Agreement dated _____, 20____, by and between this Corporation and _____ and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20____.

Secretary

(SEAL)

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Agreement Certificate

STATE OF CALIFORNIA (if Partnership)

_____) ss:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Partners of the

_____ a partnership
existing under the laws of the State of _____, held on _____,
20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as the General Partner
of the Partnership, be and is hereby authorized to execute the Agreement dated
_____, 20____ by and between this Partnership
and _____, and that his/her execution thereof, attested by the
_____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____,
20_____.

Partner

(SEAL)

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Agreement Certificate

(if Joint Venture)

STATE OF CALIFORNIA

_____) ss:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Principals of the

_____ a
joint venture existing under the laws of the State of _____, held
on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as
_____, of the joint venture, be and is hereby authorized to execute the
Agreement dated _____, 20____, by and between this Joint Venture and
_____ and that his/her execution thereof,
attested by the _____ shall be the official act and deed of this Joint
Venture."

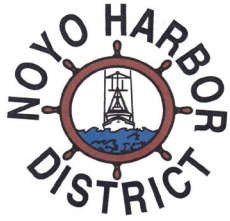
I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of
_____, 20_____.

Managing Partner

(SEAL)

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NOYO HARBOR DISTRICT AGENDA ITEM SUMMARY

AGENDA ITEM #: 4

MEETING DATE:
10/12/2023

TITLE

Discussion on rental rates increases for submerged tidelands and long term rental agreements

RECOMMENDED ACTION

None- Discussion and Direction from Commission

ANALYSIS

The Harbor District should consider increases in rental agreements for all tenants: short term, long term, and submerged tidelands tenants. Increases will help the District continue to develop a balanced budget while remaining at market value for the services it has to offer.

According to the submerged tidelands leases rental rates can be increased by 3% every 3 years. The last increase was in 2019. This would transition the float rate from \$1.72 per linear foot annually to \$1.77 and wharf rate from \$8.82 to \$9.08. If interested the Harbor Office can bring back estimates on how these rates would affect income across all submerged tideland agreements.

The long term rentals rates have also not been increased since 2019 and the Harbor Office would like to bring back to the commission rates in other similar marinas and how those rates would affect the revenue across the District.

Short term rental rates should also be considered for increases although they were last increases in 2021.

The Harbormaster would like all increases, if made, start in January of 2024 to streamline and simplify the billing systems.

ATTACHMENTS

None



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