

Jim Hurst	Richard Shoemaker	Dan Platt	Grant Downie	Domenick Weaver	Anna Neumann
Chair	Vice Chair	Commissioner	Commissioner	Commissioner	Harbormaster

## **Noyo Harbor Commission Meeting Agenda**

**Thursday December 11th 2025 6pm**

**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.

**Consent Calendar**

1. Minutes November Regular Meeting 2025
2. Financial November 2025

**Conduct of Business**

1. Discussion and possible action on rate increase for 2026
2. Discussion and possible action on grants for sediment containment cell
3. Discussion and possible action on asbestoses and lead abatement
4. Discussion and possible action on Harbor District's insurance policy
5. Discussion and possible action on Bellingham Marine's layout #2

**Staff Reports and Recommendations**

West Center Program Update

**Matters from the Commissioners**

**Attorney Report**

**CONDUCT OF BUSINESS (Closed Session)**

1. Employee Review of Harbormaster

Government Code Section 54957

**Adjournment to the next regular meeting**

NOYO HARBOR DISTRICT  
STATEMENT OF ACCOUNTS  
31-Oct-25

Chase Checking	\$250,270.23
Chase Money Market	\$74,174.63
LAIF	\$1,062,682.43
Total of all accounts	\$1,387,127.29

July 1 2024-November 28 2025  
Budget to Date

	FY Year to Date Expense	FY Budget	Monthly Budget	Monthly Expense	\$ Over Budget	% of Budget
Income						
Electricity	\$3,218.17	\$18,000.00	1,500.00	370.00	-14,781.83	17.88
Encroachment Leases	\$0.00	\$25,000.00	0.00		-25,000.00	0.00
Harbor Festival	\$15,540.31	\$12,000.00	0.00	180.00	3,540.31	129.50
Ground Rent	\$15,085.53	\$24,000.00	2,000.00	1,200.00	-8,914.47	62.86
Income / Mdco. County						
Taxes	\$11,493.60	\$150,000.00	0.00		-138,506.40	7.66
Interest Income	\$27,892.66	\$52,000.00	0.00		-24,107.34	53.64
Late Fees	\$292.35	\$2,000.00	166.67	62.35	-1,707.65	14.62
Other Grant Proceeds	\$24,653.10	\$90,000.00	7,500.00	12,741.69	-65,346.90	27.39
Park & Launch	\$17,145.68	\$30,000.00	2,500.00	141.00	-12,854.32	57.15
Slip Rental Contract	\$140,548.10	\$420,000.00	35,000.00	18,137.87	-279,451.90	33.46
Slip Rental Transient	\$42,111.61	\$60,000.00	5,000.00	4,015.70	-17,888.39	70.19
<b>Total Income</b>	<b>\$297,981.11</b>	<b>\$883,000.00</b>	<b>53,666.67</b>	<b>\$36,848.61</b>	<b>-\$585,018.89</b>	<b>33.75</b>
Expense						
Advertising Expense	\$333.51	\$1,000.00	83.33	38.36	-666.49	33.35
Communications Expense	\$2,221.60	\$4,000.00	333.33	177.95	-1,778.40	55.54
Deferred Maintenance	\$25,158.78	\$5,000.00	416.67	2,346.11	20,158.78	503.18
Dues and Subscriptions Exp	\$7,843.71	\$17,000.00	1,416.67	163.99	-9,156.29	46.14
Emp. Health & Dental						
Insurance	\$21,121.82	\$40,800.00	3,400.00	7,230.10	-19,678.18	51.77
Fuel Expense	\$975.22	\$4,000.00	333.33	172.06	-3,024.78	24.38
Harbor Festival	\$4,391.61	\$4,000.00	0.00	0.00	391.61	109.79
Insurance Property & Liability	\$263,685.39	\$265,000.00	0.00	0.00	-1,314.61	99.50
Legal and Professional Fees	\$13,182.25	\$24,000.00	2,000.00	1,608.00	-10,817.75	54.93
Office Expense	\$6,563.58	\$10,000.00	833.33	175.15	-3,436.42	65.64
Operating Supplies	\$5,034.39	\$5,000.00	416.67	2,231.56	34.39	100.69

July 1 2024-November 28 2025  
Budget to Date

Payroll Tax Expense	\$9,235.74	\$18,000.00	1,500.00	2,693.18	-8,764.26	51.31
Power	\$23,596.60	\$56,000.00	4,666.67	4,388.69	-32,403.40	42.14
Repairs & Maintenance	\$10,644.66	\$40,000.00	3,333.33	2,293.76	-29,355.34	26.61
Sep. Ira	\$8,654.45	\$21,000.00	1,750.00	1,733.72	-12,345.55	41.21
Taxes & Assessments	\$4,712.25	\$2,000.00	0.00	0.00	2,712.25	235.61
Travel and Conferences	\$1,895.22	\$2,000.00	166.67	249.71	-104.78	94.76
Utilities Expense	\$26,908.96	\$65,000.00	5,416.67	5,341.29	-38,091.04	41.40
Wages Expense	\$116,863.58	\$227,000.00	18,916.67	33,410.60	-110,136.42	51.48
Total Expense	\$553,023.32	\$810,800.00	\$44,983.33	64,254.23	-257,776.68	68.21
Net Income	<b>-\$255,042.21</b>	<b>\$72,200.00</b>	<b>\$8,683.33</b>	<b>-\$27,405.62</b>	<b>-\$327,242.21</b>	

# Profit and Loss

## Noyo Harbor District

### November 2025

Distribution account	Total
Income	
Electricity	370.00
Fish Markets	180.00
Ground Rent	1,200.00
Late Fees	62.35
Other Grant Proceeds	12,741.69
Park & Launch	141.00
Slip Rental Contract	18,137.87
Slip Rental Transient	4,015.70
<b>Total for Income</b>	<b>\$36,848.61</b>
<b>Gross Profit</b>	<b>\$36,848.61</b>
Expenses	
Advertising Expense	38.36
Communications Expense	177.95
Deferred Maintenance	2,346.11
Dues and Subscriptions Exp	163.99
Emp. Health & Dental Insurance	7,230.10
Fuel Expense	172.06
Legal and Professional Fees	1,608.00
Office Expense	175.15
Operating Supplies	2,231.56
Payroll Expenses	
Taxes	2,693.18
Wages	33,410.60
<b>Total for Payroll Expenses</b>	<b>\$36,103.78</b>
Power	4,388.69
Repairs & Maintenance	2,293.76
Sep. Ira	1,733.72
Travel and Conferences	249.71
Utilities Expense	5,341.29
<b>Total for Expenses</b>	<b>\$64,254.23</b>
<b>Net Operating Income</b>	<b>-\$27,405.62</b>
Other Income	
Coastal Conservancy	8,502.50
EDD-CERF	180,943.77
<b>Total for Other Income</b>	<b>\$189,446.27</b>
Other Expenses	
Donna J Tsunami Damage	9,552.75
EDD Project	158,564.29

FEMA 4683	156.25
SCC Marina Redevelopment	4,968.75
<b>Total for Other Expenses</b>	<b>\$173,242.04</b>
<b>Net Other Income</b>	<b>\$16,204.23</b>
<b>Net Income</b>	<b>-\$11,201.39</b>

Accrual Basis Monday, December 08, 2025 06:36 PM GMTZ

Date	Payee	Category	Total
11/29/2025	Blue Shield of California	Emp. Health & Dental Insurance	3615.05
11/26/2025	West Business Development Center	EDD Project	9256.42
11/26/2025	Akeff Construction Services, Inc.	EDD Project	106208
11/22/2025	Google	Office Expense	9.99
11/21/2025	CA EDD	CA PIT / SDI	-541.33
11/21/2025	IRS	Federal Taxes (941/943/944)	-2614.6
11/19/2025	Amazon	Operating Supplies	44.65
11/19/2025	CA EDD	CA PIT / SDI	-482.75
11/19/2025	IRS	Federal Taxes (941/943/944)	-2404.1
11/18/2025	Red Rhino	Fuel Expense	72.99
11/18/2025	California Department of Fish and Wildlife	Donna J Tsunami Damage	5623.75
11/18/2025	QuickBooks Payroll	QuickBooks Tax Holding Account	-3155.9
11/17/2025	Amazon	Operating Supplies	67.29
11/17/2025	Hare Creek Nursery & Power Equipment	Repairs & Maintenance	38.81
11/17/2025	SHN Engineers & Geologists	--Split--	1106.25
11/17/2025	Redwood Waste Solutions	Deferred Maintenance	2346.11
11/17/2025	Redwood Waste Solutions	Utilities Expense	3166.52
11/17/2025	SHN Engineers & Geologists	EDD Project	18503.6
11/17/2025	O'Reilly Auto Parts	Repairs & Maintenance	2.19
11/17/2025	County of Mendocino	EDD Project	172.2
11/17/2025	The Rental Place FB	Repairs & Maintenance	27.86
11/17/2025	City of Fort Bragg (1)	EDD Project	9776.36
11/17/2025	Rossi's Building Materials	Repairs & Maintenance	2186.67
11/17/2025	Norvell's	Repairs & Maintenance	38.23
11/17/2025	James A. Jackson	Legal and Professional Fees	658
11/17/2025	P.G.& E.	Power	4190.87
11/17/2025	P.G.& E.	Power	87.06
11/17/2025	P.G.& E.	Power	110.76
11/15/2025	Amazon	Office Expense	139.16
11/14/2025	Amazon	Operating Supplies	176.88
11/14/2025	QuickBooks Payroll	QuickBooks Tax Holding Account	-2886.9
11/13/2025	Amazon	Office Expense	17.25
11/10/2025	Verizon	EDD Project	35.49
11/10/2025	MCN	Communications Expense	177.95
11/09/2025	Adobe	Dues and Subscriptions Exp	19.99
11/08/2025	Hilton Hotel Chain	Travel and Conferences	249.71
11/07/2025	Amazon	Operating Supplies	32.72
11/07/2025	Red Rhino	Fuel Expense	99.07
11/06/2025	Backblaze	Dues and Subscriptions Exp	18
11/06/2025	Yahoo Mail	Dues and Subscriptions Exp	5
11/04/2025	Edward Jones	Sep. Ira	944.1
11/03/2025	Mountain Fresh	Office Expense	8.75
11/03/2025	QuickBooks	Dues and Subscriptions Exp	121

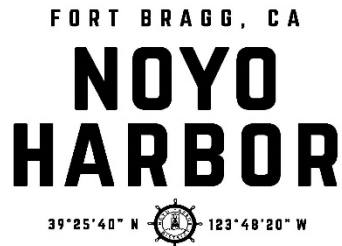
11/03/2025 City of Fort Bragg (1)	Utilities Expense	59.46
11/03/2025 City of Fort Bragg (1)	Utilities Expense	1509.63
11/03/2025 City of Fort Bragg (1)	Utilities Expense	273.45
11/03/2025 City of Fort Bragg (1)	Utilities Expense	203.12
11/03/2025 City of Fort Bragg (1)	Utilities Expense	79.84
11/03/2025 City of Fort Bragg (1)	Utilities Expense	49.27
11/03/2025 Franklin Templeton	Sep. Ira	789.62
11/03/2025 WAXIE SANITARY SUPPLY	Operating Supplies	1910.02
11/03/2025 SHN Engineers & Geologists	Donna J Tsunami Damage	3929
11/03/2025 SHN Engineers & Geologists	SCC Marina Redevelopment	4968.75
11/03/2025 West Business Development Center	EDD Project	14611.8
11/02/2025 Facebook Marketing	Advertising Expense	38.36
11/01/2025 Blue Shield of California	Emp. Health & Dental Insurance	3615.05

## Noyo Harbor District

### Paycheck history report

Paychecks from Nov 01, 2025 to Nov 30, 2025 for all employees from all locations

Pay date	Name	Total pay	Net pay
11/30/2025	Koski, Bruce	\$ 835.60	\$ 732.21
11/30/2025	Koski (1), Jay	\$ 2,464.00	\$ 1,953.00
11/30/2025	Neumann, Anna T	\$ 3,241.42	\$ 2,441.34
11/30/2025	Pyorre, Melvin	\$ 1,560.00	\$ 1,371.56
11/30/2025	Savedra, Nick	\$ 2,526.39	\$ 2,081.59
11/30/2025	Scofield, Robert	\$ 1,410.08	\$ 1,177.44
11/17/2025	Koski, Bruce	\$ 846.05	\$ 740.45
11/17/2025	Koski (1), Jay	\$ 2,464.00	\$ 1,953.00
11/17/2025	Neumann, Anna T	\$ 3,713.47	\$ 2,719.49
11/17/2025	Savedra, Nick	\$ 2,729.13	\$ 2,216.50
11/17/2025	Scofield, Robert	\$ 1,242.96	\$ 1,051.40



Jim Hurst	Richard Shoemaker	Dan Platt	Grant Downie	Domenick Weaver	Anna Neumann
Chair	Vice Chair	Commissioner	Commissioner	Commissioner	Harbormaster

## **Noyo Harbor Commission Meeting Minutes**

**Thursday November 13th 2025 6pm**

**Town Hall,**

**363 N. Main Street, Fort Bragg, CA**

**Call to Order at 6:00pm**

### **Roll Call**

**Present:** Commissioner Downie, Vice Chair Hurst, Chair Shoemakers

**Absent:** Commissioner Platt, Commissioner Weaver

**Staff Present:** Anna Neumann, Nick Savedra, 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.

### **Consent Calendar**

1. Minutes October Regular Meeting 2025
2. Financial October November 2025

A brief discussion about updating the budget year to date document was held. A request was made by commissioners to update the sheet to better show if monthly expenditures and revenues were meeting budget expectations.

**Motion to approve the consent calendar. 1<sup>st</sup> Commissioner Downie, 2<sup>nd</sup> Vice Chair Shoemaker. Approved 3-0-2**

### **Conduct of Business**

1. Discussion and possible action on Resolution 2025-1 CEQA Waiver

The Harbormaster presented the commission with Resolution 2025-1 written by SHN for the piling replacement project including the 3 piles damaged by Donna J. Since this project meets several of the CEQA waiver requirements, SHN is suggesting that the District adopt a CEQA waiver for the project.

**Motion to approve Resolution 2025-1. 1<sup>st</sup> Commissioner Downie, 2<sup>nd</sup> Vice Chair Shoemaker. Approved 3-0-2**

## 2. Discussion and possible action on Resolution 2025-2 Oil Spill Award

The Harbormaster presented Resolution 2025-2 for the Oil Spill Equipment Grant Award. This Resolution is required for the District to receive the grant and this is the third time the District has received this award. The Harbormaster noted two changes that need to be made to the Resolution present. 1st was the date at the bottom of the page needed updating and the 2nd was the replacement of the District's name in the third paragraph where [GRANTEE] was written.

**Motion to approved Resolution 2025-2 as amended. 1<sup>st</sup> Vice Chair Shoemaker, 2<sup>nd</sup> Commissioner Downie. Approved 3-0-2.**

## **Staff Reports and Recommendations**

### Ca Job's First Implementation Program

The Harbormaster gave an update on the CA Job's First Implementation program and also noted that West Center would like to apply for several more grants to continue the work they have started with the Harbor District under the Revitalization Project. The 1<sup>st</sup> program would be the Whale Tale grant which would hopefully fund in-classroom educational videos on the fishing community to accompany school lunches. The 2<sup>nd</sup> program is a USDA Farm to Schools grant to better establish seafood in schools across the state.

## **Matters from the Commissioners**

**Commissioner Downie** gave an update on the Pacific Coast Ocean Restoration Project's meeting with the Pacific Corps group. The Pacific Corps group is part of the California Corps program which educates and trains young folks from 18-25 in various fields. The PCOR and Pacific Corps group are thinking of collaborating on a marine restoration program for their participants.

Commissioner Downie also gave an update on the Dungeness Crab fishery and asked about the Lit Boat Parade. Commissioner Downie and Nick Savedra discussed the Lit Boat Parade and the potential of the event in the future.

## **Attorney Report**

Nothing to report

## **CONDUCT OF BUSINESS (Closed Session) at 6:44pm**

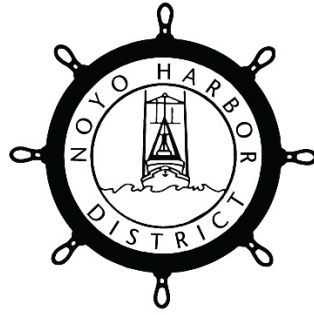
### 1. Employee Review of Harbormaster

Government Code Section 54957

**Report out at 7:23pm.**

**Motion to approve the Harbormaster evaluation and apply a 3% Cost of Living increase retroactive to September 1<sup>st</sup>. 1<sup>st</sup> Commissioner Downie, 2<sup>nd</sup> Vice Chair Shoemaker. Approved 3-0-2**

**Motion for adjournment to the next regular meeting at 7:26pm. 1<sup>st</sup> Commissioner Downie, 2<sup>nd</sup> Vice Chair Shoemaker. Approved 3-0-2.**



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## Noyo Harbor District Agenda Item Summary

Meeting Date: 12/11/2025  
Item Number: 1  
Title: Rate Increases  
Recommended Action: Approval or Direction

### Analysis

The Harbormaster and Marina Manager are suggesting a 3% rate increase for long term and short term tenants with the exception of the commercial fishing fleet. Rates would increase as follows.

The Harbor District has been implementing an annual rate increase on all vessels except commercial fishing vessels for the last 3 years. Rate increases help balance the annual budgets and prevent larger rate increases at one time.

Rate Type	2025 Rate	Proposed 2026 Price	Rate Increase
Annual Long Term Rate Excluding Commercial Fishermen	\$63.20	\$65.10	3%
Monthly Long Term Rate Excluding Commercial Fishermen	\$5.75	\$5.92	3%
Annual Long Term Commercial Fishermen Rate	\$55.25	\$55.25	0%
Long Term Monthly Commercial Fisherman Rate	\$5.00	\$5.00	0%
Short Term Daily	\$1.10	\$1.13	3%
Short Term Weekly	\$3.75	\$3.86	3%
Short Term Monthly	\$8.60	\$8.86	3%
Submerged Tidelands Wharps	\$9.08	\$9.08	0%
Submerged Tidelands Floats	\$1.77	\$1.77	0%

### Fiscal Impacts

The 2025-2026 budget expects the Harbor District to make \$60,000 on short term rentals. A 3% increase across the board should increase District revenues to \$61,800 annually.

Long term rentals revenues would also increase to an estimated \$426,000 annually.

### Attachments





## Noyo Harbor District Agenda Item Summary

Meeting Date:	12/11/2025
Item Number:	2
Title:	Sediment Cell Grants
Recommended Action:	Approval or Direction

### Analysis

The Harbormaster has been trying to work with the City of Fort Bragg on a partnership for the sediment containment cell project. Despite interest being expressed from the City side, little movement has been made. The Harbormaster has also received feedback from EDA that they will only fund up to 30% design and permitting work in the first round of a planning and construction project. After reviewing this with SHN, the Harbormaster and SHN have developed a 2 year timeline to complete the necessary studies and initial construction plans for the redevelopment of the cell. Overall, this project is budget to cost \$450,000 and require a \$112,500 match. While the City is still expressing interest in helping with the match the Harbormaster would like to move forward without a formal commitment from the City.

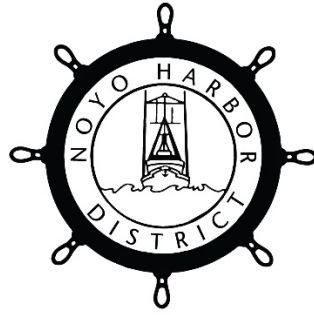
The Harbormaster has also identified some state funds from the California Department of Boating and Waterways that may work as match. Although the sediment cell is very different from the normal types of projects this funding source usually covers. The CDBW funding source for Public Beach Restoration and Shoreline Erosion Programs. The reduction in size of the cell could meet the public beach restoration program requirements.

In kind matches can also be used for matches and staff time is considered to be an in-kind match.

### Fiscal Impacts

If funded and no other matches are identified, the District would need to acquire a \$112,500 loan or use funds from their reserves.

### Attachments



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## Noyo Harbor District Agenda Item Summary

Meeting Date:	12/11/2025
Item Number:	3
Title:	Asbestos and lead Removal
Recommended Action:	Approval or Direction

### Analysis

The Marina Manager has been working to find a company that can handle the lead and asbestos that is still present on Miss Smith, Empress and Captain Cook. Cal Inc has presented the most reasonable quote of all the companies that have been contacted. The majority of companies that responded to the request for help wanted to abate the entire vessel, rather than focus on just the hazmat issues. As the District has experienced in the past, abatement of the entire vessels is best left to the District and District staff.

These three vessels are the last of the large vessels proposed to be removed in the deferred maintenance project proposed in June of 2025.

Overall, the commission allocated \$70,000 for the removal and abatement of abandoned and derelict vessels that do not fall under the SAVE grant reimbursements requirements. Thus far 6 vessels have been abated with harbor district funds totaling to \$13,715.83 in expenses directly billed to the District. If the commission were to accept the Cal Inc proposal the Harbormaster and Marina Manager have estimated the total bill to be \$34,532 in hazardous materials removal. This would leave an additional \$21,753 for the removal and abatement of the vessels.

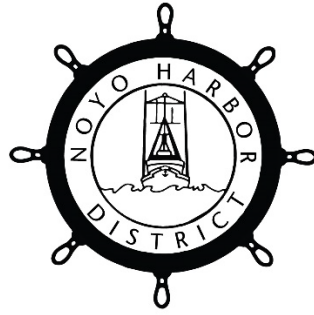
This amount seems very reasonable for the final abatement of the last three vessels, given that the District has already abated 6 vessels for just shy of \$14,000.

### Fiscal Impacts

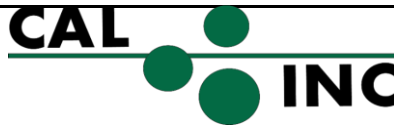
Empress and Captain Cook are the two largest vessels in the abatement program and are taking up two 50ft spots in the marina. These slips cost roughly \$3,000-\$4,000 annually in slip rental fees, and the District will eventually make up the cost of the abatement projects.

As with all abatement projects there is a gamble to leaving the vessels in the water to long and having them sink at the dock causing a slew of more issues and requiring more funds to raise the vessel before they can be abated.

### Attachments

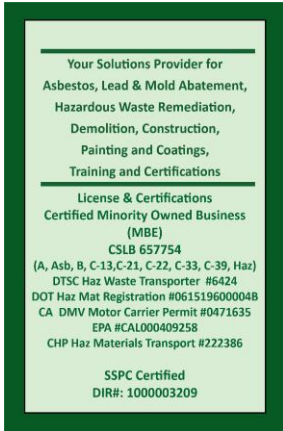


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2040 Peabody Rd Vacaville, CA 95687 | (707) 446-7996 phone | (707) 446-4906 fax

## PROPOSAL FOR CONTRACTING SERVICES



Client : Noyo Harbor District  
Client Address: 19101 S. Harbor Dr.

City, State & Zip: Fort Bragg, CA 95437  
Client Contact : Nick Savedra  
Client Phone: (707) 624-6010  
Client Email or Fax: [marina@noyoharbordistrict.org](mailto:marina@noyoharbordistrict.org)

Noyo Harbor District - Asbestos and Lead Paint  
Project Ref Name : Removal  
Site Address: 19101 S Harbor Dr.  
City, State, Zip: Fort Bragg, CA 95437  
County: Humboldt  
Bid Type: T&M  
Mobilization: 10%  
Client Provided  
Permits: 0

Job #: 35683  
Job Type: 01 Lead  
Payment Terms

NET 30 for all public works projects. Due upon completion for all others.  
Certified/SAD 140/ Davis Bacon: Standard - Private  
BID Expiration: 12/4/2025  
Wage Type : Union - Asbestos

Bid Position: General  
CAL INC PM: Mike Peixoto  
CAL INC PM PH#: Mike Peixoto 707-689-7566  
CAL INC PM Email: [mpeixoto@cal-inc.com](mailto:mpeixoto@cal-inc.com)  
CAL INC Estimator: David Esparza  
CAL INC Estimator PH#: David Esparza 707-689-7562  
CAL INC Estimator Email: [desparza@cal-inc.com](mailto:desparza@cal-inc.com)  
CAL INC Permits Required: 0

**BID Expiration: 30 days from submittal date. Extension may be granted upon request**

Attention: Noyo Harbor District

Date: 11/4/2025

We are pleased to submit our proposal for the above referenced project to furnish Supervision, Labor, Material, Tools and Equipment to Abate or Construct in accordance with the general terms and conditions shown hereinafter.

Pricing is based entirely upon the scope of work described below. Any **changes** to the scope or terms and conditions may result in price modifications.

### GENERAL SCOPE OF WORK

Project Overview: CAL INC, a licensed and certified asbestos and demolition contractor, proposes to provide all necessary labor, materials, equipment, and supervision required to perform the removal and proper disposal of designated items as described in the Scope of Work. All work will be conducted in strict accordance with applicable local, state, and federal regulations, including Cal/OSHA, EPA, and DTSC requirements where applicable.

Scope of Work: CAL INC to provide lead paint stabilization on three boat which have been described in photos sent on 11-4-25.

Lead paint stabilization consists of removing loose and peeling paint prior to demolition. CAL INC crew will lay poly on the ground and proceed to remove loose and peeling paint with hand tools such that the remaining paint on the boats will be intact.

Once stabilization has been completed, the customer may proceed with demolishing and disposing of the boats.

Bid assumes that the three boats will be out of the water and made accessible to our crews such that we can reach all areas of the boats.

Based on the size and condition of the boats we are estimating 3-4 days per boat to complete the stabilization process.

Final billing will be based on the number of days on site.

Bid also includes the transportation and disposal of lead waste generated by the stabilization process.

Removal Activities: CAL INC will remove and dispose of the specified materials, as outlined in the specifications and plan sheets referenced above, using hand tools and approved demolition equipment. All work will be performed in a way that minimizes dust and prevents the release of hazardous fibers or particles.

Handling and Disposal: Waste will be transported to an approved disposal or recycling facility by licensed haulers. CAL INC will maintain full documentation of waste manifests and disposal certificates for submission to the client upon project completion.

Health & Safety: CAL INC will follow a site-specific Health and Safety Plan (HASP), which includes appropriate PPE, decontamination procedures, and air monitoring where applicable. All work will be performed by trained and certified personnel under the supervision of a competent person in accordance with regulatory standards.

Hazardous Waste and Handling not included.

Work will be scheduled during normal business hours unless otherwise arranged with the client.

Client Responsibilities: Ensure clear access to the work area. Notify building occupants of scheduled work and any temporary access restrictions. Address any non-asbestos-related building issues that may affect project safety or timeline.

### GENERAL DETAIL FOR SCOPE OF WORK

\*Disposal (if applicable): Disposal cost provided is per drum/bin price or per estimated amount of drums/bins needed to complete scope. If additional bins/drums are required; additional fees will apply. CAL INC is also a licensed hazardous waste hauler.

\*If transport and disposal is included in CAL INC's proposal, CAL INC will transport and dispose/recycle materials per regulations. All materials costs and values associated with all debris and recycled materials are the responsibility of CAL INC and included in the proposal.

\*No other work on any other plan sheet or documents are included in this bid.

\*No patch, repair, relocation or new work included in bid.

\*Bid does not include shoring, or engineering services.

\*Bid based on M-F normal business hours.

\*Bid does not recognize any PLA or specific non asbestos union agreements. CAL -INC will not be held to agreements with others unless specifically signed for by CAL INC by job

### Special Notes

\* If change order is requested, CAL INC requires a signed change order before work commences. If CAL INC does not receive an official change order, we will stop work until one is issued by a signed authorized representative of the company.

\*CAL INC will be pre-bill for insurances, notifications and permits at the time of filing. For purposes of this Bid the Term "BASE" refers to 2040 Peabody Rd Vacaville CA 95687

A 10% Mobilization fee will be charged on all work over \$10,000.00 This is a non-negotiable charge

Price Detail on page 2

TBD

Permitting Required	
Air Quality permits Required	0
Other permits Required	
	0

### PROPOSAL PRICING

#### Project Exclusions and Inclusions

<p>*This Scope and proposal are to be included, and made part of the contract documents or Purchase Order issued to CAL INC.</p> <p>*Includes: Labor, materials, equipment, and disposal costs.</p> <p>*Includes the Following Insurance: Insurance will only be held for the duration of CAL INC's scope of work.</p> <p>&gt;General Liability = \$6M occurrence/\$7M aggregate</p> <p>&gt;Auto = \$1M</p> <p>&gt;WC = \$6M</p> <p>&gt;Professional liability = \$6M occurrence/\$7M aggregate</p> <p>&gt;Pollution liability = \$6M occurrence/\$7M aggregate</p> <p>*If additional insurance coverage is needed outside our normal limits a change order may apply.</p> <p>*Includes CAL/OSHA Notification. Does not include 10 day AQMD notification unless specified in scope of work/pricing. If the project gets cancelled and a AQMD notification (10 day) has already been filed by us, CAL INC will be charged a cancellation fee, which will then be passed along to the client or general contractor.</p> <p>*Assumes Water and power are available or provided on site.</p> <p>*Excludes anything not called out in scope of work.</p> <p>*Excludes Perimeter Monitoring and/or Clearance Sampling.</p> <p>*Excludes moving of any items prior to commencement of work.</p> <p>*Excludes Patch, repair, or any new work.</p> <p>*Excludes Bonds &amp; Builders Risk Insurance.</p> <p>*Excludes Permits, Excludes Shoring</p> <p>*Excludes anything not called out in scope of work.</p> <p>*Excludes PLA or any other union agreement outside our local 67 union agreement.</p> <p>*Work must complete within 6 months to maintain these rates if over, change order for revised union rates may apply.</p> <p>*Due to extreme weather conditions, CAL INC may start at an earlier or later time in the day. If this happens during the project, CAL INC is not liable for the delay as the delay is due to safety measures taken during these extreme conditions.</p> <p>*This Proposal is based on one mobilization. If additional mobilization is needed a change order may apply.</p> <p>*Parking must be available for workers onsite. Parking will be charged at cost plus 5% if not provided</p> <p>*Payment is due at NET 30 for all public works projects. Payment is due upon completion for all others.</p> <p>*Retention / Holdbacks: CAL INC shall not be subjected to any retention or holdback from our payment, unless expressly required by law. If required: Retention shall be paid at NET 30 from CAL INC's completion of work. Furthermore, will not exceed a year from work performed.</p> <p>*Once job commences, CAL INC will bill for the mobilization &amp; permit fees and will provide weekly progress billings</p> <p>*Verbal discussions regarding start date might be discussed prior to contract or proposal being signed; However, CAL INC cannot guarantee schedule until after contract or proposal is signed.</p> <p>If any of the assumptions below are related to or mentioned in a line item or scope in our proposal the following assumptions applies:</p> <p>&gt; For Paint work: CAL IINC is not responsible for the transportation/ disposal of paint cans with paint remaining. Paint cans with left over paint will be left on site</p> <p>&gt; Cont. Paint Work: It is the Owners/GC responsibility to notify all persons of the activity of work being performed. CAL INC will not be responsible for any overspray within 900 feet of the working area.</p> <p>&gt; Cont. Paint work: CAL IINC is not responsible for the transportation/ disposal of paint cans with paint remaining.Paint cans with left over paint will be left on site</p> <p>&gt; Cont. Paint Work-: CAL INC is an SSPC member. CAL INC holds the PCI Level 1 and QCS certification. No other SSPC certifications are included.</p> <p>&gt;For Concrete Slabs -Foundation slab work is based on industry standard thicknesses no greater than 6 inches. Foundation slabs are to remain. Anchor bolts to be removed at slab level. If slabs are removed. Rough grade only. No pad prep. If the concrete exceeds these standards, a change order may apply.</p> <p>&gt;For Concrete Footings-Concrete Footings to be snapped up to 2 ½ feet down. This is based on industry standard thicknesses. If the concrete exceeds these standards, a change order may apply.</p> <p>&gt; For Mold Work: Due to Mold being a living organism, any water intrusion will cause the mold to return. CAL INC is not responsible for recurring mold after remediation has been completed by CAL INC.</p> <p>&gt; Ladder/Equipment:Assumes ramps, scaffolding, elevator, etc is available for safe moving of equipment, waste, or material onto or removal of from work site, unless provided for in bid as a line item</p> <p>&gt;Lead-Paint Stabilization/Removal Work: Work proposed is for remediation purposes, not renovation unless otherwise stated above. No sanding will be performed unless stated specifically in the scope of work. There will be small hairline surfaces where the loose and flaky is removed from the remaining stabilized paint. Depending on the thickness of the paint layers, there may be some peeling of wall paint. CAL INC will do everything possible to avoid, but will not be held responsible for repairs if layers do come off the wall. LBC encapsulation will be applied to the top to stabilize the paint edges. Priming and painting of the remediated areas are not included unless specified in the scope of work specifically.</p>
--

ITEMIZED BREAK DOWN	
Description	Amount
Daily Rate Lead Paint Stabilization (Estimated 3 Days per Boat or Total of 9 Days on Site)	\$ 3,353
Transportation and Disposal of Lead Hazardous Waste	\$ 3,391
Mobilization per Direction	\$ 964
<b>TOTAL ESTIMATED PROJECT COST</b>	<b>TBD</b>

#### Terms and Conditions of Agreement

- 1 Scope and Price of Contract: Customer agrees to pay for any and all of the following goods and/or services under the terms and conditions set forth herein: Rental and Purchase of Equipment, Labor, Management, and Field Technical Support. The Contract includes these Terms and Conditions and the attached proposal and documents incorporated into the attached proposal. CAL INC will provide the specific materials, equipment and/or services to Customer at the price set out in the attached proposal and these Terms and Conditions.
- 2 Contract Effectiveness: Any price quotation as set out in the attached proposal is valid for ninety (90) days from the date of the proposal. The Contract is conditional upon CAL INC's credit approval of Customer.
- 3 Temporary Facilities and Other Support Items. Customer shall provide and pay for: flagmen, temporary barriers, signs, traffic control devices, safety nets, permits, lights, and any other similar items that may be required by law; electrical power, lighting, and other utilities; washrooms, dumpsters, lunch areas, toilets, parking; security for the jobsite.
- 4 Substitution of Materials or Equipment: In the event the materials or equipment set forth in CAL INC's proposal are unavailable in time to support the Customer's schedule for the work, CAL INC reserves the right to substitute materials or equipment which can perform the same function.
- 5 Retention / Holdbacks: CAL INC shall not be subjected to any retention or holdback from our payment, unless expressly required by law.
- 6 Price: The price for materials, equipment or services shall be inclusive of all taxes and any costs of freight or transportation to the jobsite. The price for any materials, equipment or services shall be increased as a result of:
  - a) any increase in any wage rates including, but not limited to, any collective bargaining agreement to which CAL INC is a party as well as any governmental assessment affecting wages or increases in insurance costs and rental rates;
  - b) any equipment damaged or lost pursuant to Paragraph 7 of these Terms and Conditions;
  - c) any additional materials, equipment or services provided pursuant to Paragraph 8 of these Terms and Conditions;
  - d) any other charges for which Customer may be responsible under these Terms and Conditions.
- 7 Loss or Damage to Materials or Equipment: The Customer is responsible for all loss or damage to all materials and equipment in its possession or control. The materials and equipment shall be deemed to be in the possession
- 8 Extra or Additional Materials, Equipment or Services: CAL INC's price is based upon the drawings, documents and information set forth in the attached proposal. Any additional services, equipment or materials required or requested by the Customer will be billed as an extra or additional cost at the rates set out in the attached proposal or as otherwise agreed in writing by the parties.

- 9 Payment:** Payment for technical, materials or equipment rented or purchased on public works projects shall be due CAL INC 30 days after the date of invoice. Payment is due upon completion for all others. These terms are valid unless otherwise agreed to by CAL INC in writing. All late payments shall bear interest calculated at the rate of 18% per annum or the highest legal rate, whichever is less. Notwithstanding any other provision in the contract documents, CAL INC's payment for work shall not be conditional in any way upon receipt of payment from the Owner.
- 10 Default and Termination:** Should the Customer fail to make any payment as provided herein or become insolvent or bankrupt or breach any provision of these Terms and Conditions, the Customer shall be in default. [. . . ] Upon default, CAL INC may, without notice and without prejudice to any other remedy it may have, immediately terminate the Rental/Sale Contract, take possession of the equipment and materials without notice and without becoming liable for trespass, and recover all monies due and owing to CAL INC, including any expenses incurred in recovering the equipment and materials and any rentals, services and other charges incurred after termination. The Customer will pay on demand all such costs, charges, and expenses, including any and all reasonable legal costs and attorney fees paid by CAL INC retaking possession of the materials or equipment and/or in the collection of any monies which may be due and owing to CAL INC by the Customer.
- 11 Entire Agreement:** This Contract contains the full and entire agreement between the parties. There are no agreements, conditions, representations, warranties, or otherwise, except as are contained herein. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any provisions hereof. Moreover, no general contract, specification, drawing or other item shall be incorporated into or made a part of the Contract or binding on CAL INC unless it is agreed to in writing by CAL INC. Commencement of performance shall be deemed the acceptance by Customer of this Contract
- 12 Waiver of Consequential Damages, Liquidated Damages:** Neither CAL INC nor Customer shall be responsible to each other for lost profits, indirect, incidental or consequential damages arising out of or relating to this contract. Notwithstanding any other provision in the contract documents, in no event shall CAL INC be responsible or liable for liquidated damages.
- 13 Notice:** Any notice or other communication required to be given hereunder must be sent by (1) first class mail to addresses of the parties listed or any other address communicated in writing by one party to the other, or (2) by facsimile, or (3) electronic mail.
- 14 Waiver of Subrogation:** To the extent that any loss or damage occurs at the project involving or related to CAL INC's services, equipment or materials, the Customer agrees to look solely to its insurance for any loss, damage or injury incurred, whether or not the insurance is sufficient fully to reimburse the Customer. Customer waives any right of subrogation against CAL INC to recover for any loss, damage or injury.
- 15 Claims:** All claims for losses, damages, back charges or offsets by Customer shall be submitted to CAL INC in writing within 15 days of the first discovery of the potential for a claim. If Customer fails to provide such written and timely notice, CAL INC will be prejudiced in its ability to inspect and correct any problems. Accordingly, claims not made in accordance with this paragraph are waived.
- 16 Emergencies:** In the event of an accident or situation involving death, bodily injury or product failure involving or related to CAL INC's materials, equipment or services, Customer agrees to immediately notify CAL INC. CAL INC shall be afforded opportunity to immediately visit the site and perform any reasonable tests, analyses or investigation.
- 17 Technical Information:** Where CAL INC has provided to Customer technical data, drawings, information or specifications for use of CAL INC materials or equipment, the following conditions will apply:
- a) Customer agrees to defend, indemnify and hold CAL INC harmless against and from liability or claim for damage or injury sustained by reason of deviation in whole or part from such technical information.
  - b) All technical information shall remain the property of CAL INC and may not be used on any other project of any kind and nature without the express written consent of CAL INC.
  - c) Assembly drawings will be charged out at \$55.00 per hour.
  - d) All notes, note sheets, specifications, and other information provided with CAL INC's drawings shall become part of this Contract.
- 18 Damage Limitation.** Notwithstanding any other provisions of this contract, CAL INC is not liable for any loss, damages or injuries arising from or in connection with this contract to any persons or property except to the extent caused by the negligence of CAL INC. Without limiting the foregoing, it is specifically agreed that CAL INC is not liable for any loss or damage arising out of any one or more of the following:
- a) Unauthorized alteration or modification of material or equipment by Customer or any third party.
  - b) Overloading or inappropriate use of material or equipment by Customer or any third party.
  - c) Damage to material or equipment by third parties.
  - d) Acts of God, including, but not limited to, severe weather, fire, flood, earthquake, sinkhole, terrorism, war, riot or unrest, strikes, labor disputes or any other cause beyond CAL INC's control.
  - e) Use of CAL INC material or equipment under design or Technical Information provided by Customer or any third party.
- 19 Indemnity:** To the extent permitted by law, Customer shall defend, indemnify and hold harmless CAL INC against any and all claims, actions, expenses, damages, losses and liabilities, including attorneys fees and expenses, for personal injuries (including death) and/or property damage arising from or in connection with this contract and/or CAL INC's equipment and services, but only to the extent such claims, actions, expenses, damages, losses and liabilities are caused by the acts or omissions of Customer or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.
- 20 Compliance with Laws:** Customer agrees to observe and conform to all applicable governmental laws, rules and regulations and Customer shall defend and indemnify CAL INC for the Customer's failure to comply with such laws, rules and regulations. All parties agree that they will abide by provisions and regulations.
- 21 Law of Contract:** The terms and provisions of the Contract shall be construed and enforced in accordance with the laws of the Province or State in which the Project is located.
- 22 Title to Equipment:** Title to the materials and equipment, shall at all times and at all places, remain with CAL INC. The materials and equipment shall not, without prior written consent of CAL INC, be removed from the site designated by the Customer at the time of shipment and shall not be intermingled, connected or used with any equipment of others. CAL INC shall have the right, at any time, to file or register its ownership, interest and/or title in or to the materials and equipment, and this Agreement as may be permitted by law.
- 23 Standard of Performance:** CAL INC shall provide services with the care and skill ordinarily used by similar persons operating under similar circumstances. CAL INC makes no representations, warranties, express or implied, in conjunction with these services. CAL INC shall not be responsible whatsoever for any claim or demand in respect to any Technical information, opinion, data, drawings or specifications which are not marked or stamped by a Professional Engineer engaged by CAL INC.
- 24 Information Supplied by Others:** CAL INC shall be entitled to rely upon information supplied by or through Customer in performing its services. Customer warrants that the information supplied to CAL INC shall be accurate, complete, and appropriate for the Project and CAL INC's scope of work. Customer agrees to defend, indemnify and hold CAL INC harmless from, any and all costs, expenses, damages, liabilities, claims, and causes of action, including reasonable attorney's fees, arising out of or related to any error or inaccuracy or defect in the information supplied by Customer or on Customer's behalf to CAL INC.
- 25 Scope of Services:** CAL INC shall provide services as outlined in the attached proposal. In the performance of these services, CAL INC shall supervise the work of its own employees and agents, only. CAL INC shall not supervise, direct, or control the work of others or have a right to control the means, methods, techniques, or sequences of engineering, design or construction by others.
- 26 Access to the Work Site:** Customer shall obtain the necessary permits or permission for CAL INC to have access to the site, or to erect from adjoining property, if required. CAL INC shall have complete access to perform its work as outlined in the attached proposal and Customer agrees to provide the following:
- 27 Miscellaneous:** Customer is precluded from assigning the Contract in any manner whatsoever. Time shall be of the essence of this Contract. In the event any term, provision or condition of this Contract is held to be invalid, illegal, or unenforceable, it shall not affect the validity, illegality or enforceability of the remainder of the Contract. This Agreement shall inure to the benefit of and shall be binding upon the parties and their successors. Each party agrees to execute such further papers and documents that may be necessary to carry out the intent and purpose of this Rental/Sales contract and its provisions.

- 28** ARBITRATION CLAUSE: CAL INC and the Customer agree to conduct their relations under this contract on the basis of friendship, fair dealing and mutual respect. In the event, however, that any dispute or claim should arise out of or in connection with any matter, including the interpretation, enforcement, jurisdiction, performance or non-performance of this contract, CAL INC and the Customer agree to resolve such dispute or ambiguity expeditiously through discussion and consultation and, if necessary, through consultations at their highest management levels. In the event that a dispute or claim cannot be resolved through discussion and consultation, it shall be referred to binding arbitration in accordance with the commercial industry rules of the American Arbitration Association. The award of the arbitrators shall be final and binding, and shall be enforced in any court of competent jurisdiction.
- 29** Service Of Notice Of Arbitration: The parties agree that service of any notices in reference to such arbitration at their addresses as given in this Contract (or as subsequently varied in writing by them) shall be valid and sufficient.
- 30** Damage for Delays: Notwithstanding any other provisions to the contrary, CAL INC may recover delay damages when the delays are caused by persons other than CAL INC or events beyond CAL INC's control.
- 31** Extra Work: CAL INC will not perform any extra work outside the work scope defined herein unless requested in writing by CUSTOMER. CUSTOMER agrees to reimburse CAL INC for all authorized extra work at the following rates; straight time at \$88.81, overtime at \$101.50, and double time at \$150.76 per hour, per man, plus rental for additional equipment and extra materials at cost plus 15%. Until a Change Order is in place, replacing these rates

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTER OF THE BOARD, WHOSE ADDRESS IS: Contractors State License Board, PO Box 26000, Sacramento, California 95826

Again we appreciate the opportunity to provide our quotation for this project and sincerely hope that our prices, terms and conditions merit your full consideration in the award of this contract.

Respectfully Submitted,

Accepted By Authorized Representative of Above Client/Company

David Esparza

Estimator Print Name



Estimator Signature

CAL INC

Project Manager PH : Mike Peixoto 707-689-7566

Project Manager Email: mpeixoto@cal-inc.com

Office: 707-446-7996

Fax: 707-446-4906

Estimator Phone: David Esparza 707-689-7562

Estimator Email: desparza@cal-inc.com

Mike Peixoto

Project Manager

Project Manager Signature

35683

Job #

Print Name

(Signature)

Address

Contractors License #:

Date of signature

PO# if applicable

0

DIR WAGE Determination for all Prevailing wage work

TBD

Contract Value



## Noyo Harbor District Agenda Item Summary

Meeting Date:	12/11/2025
Item Number:	4
Title:	Insurance Requirements
Recommended Action:	Approval or Direction

### Analysis

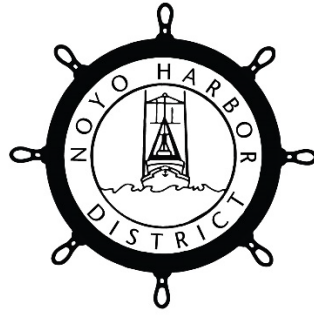
The issue of the Harbor District's insurance policy has been brought up recently after a non-insured vessel caused damage to an insured vessel within the marina. While the two parties are working it out between themselves, the Harbor commission should take this opportunity to discuss the non-enforced insurance policy.

The Harbormaster had a quick conversation with their insurance agent Mike Hall and learned the following.

- By having a policy and not enforcing it, the District would then be liable for any damages, as they have knowingly let in a non-insured boater.
- Any vessel can get liability insurance, at the very least. The largest issue is cost. Some vessel owners may be taking advantage of the District's non-implementation to save on insurance fees, while others are paying.
- In the past the Harbor charged boats for not having insurance, however this was misunderstood by the vessel owners, who thought the Harbor District was insuring them. This opens the District to a significant amount of liability. If the Harbor fees a boater for not having insurance, they also need to have any vessel owned charged with that fee sign a waiver stating they understand it is a penalty.

### Fiscal Impacts

### Attachments



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## Noyo Harbor District Agenda Item Summary

Meeting Date:	12/11/2025
Item Number:	5
Title:	Insurance Requirements
Recommended Action:	Approval or Direction

### Analysis

The attached map was provided by Bellingham Marine after the last round of updates from Harbor Staff.

Notes on this layout:

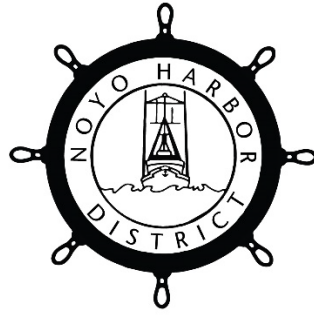
- 245 slips overall
- More 26ft and 32ft slips for the recreational fleet
- More 40-50ft slips for the commercial fleet
- Reduced 35ft slips
- ADA access for A and B docks only (this is compliant with ADA codes)
- ADA access for in-water ice delivery
- Two long linear docks for longer trainset vessels

### Fiscal Impacts

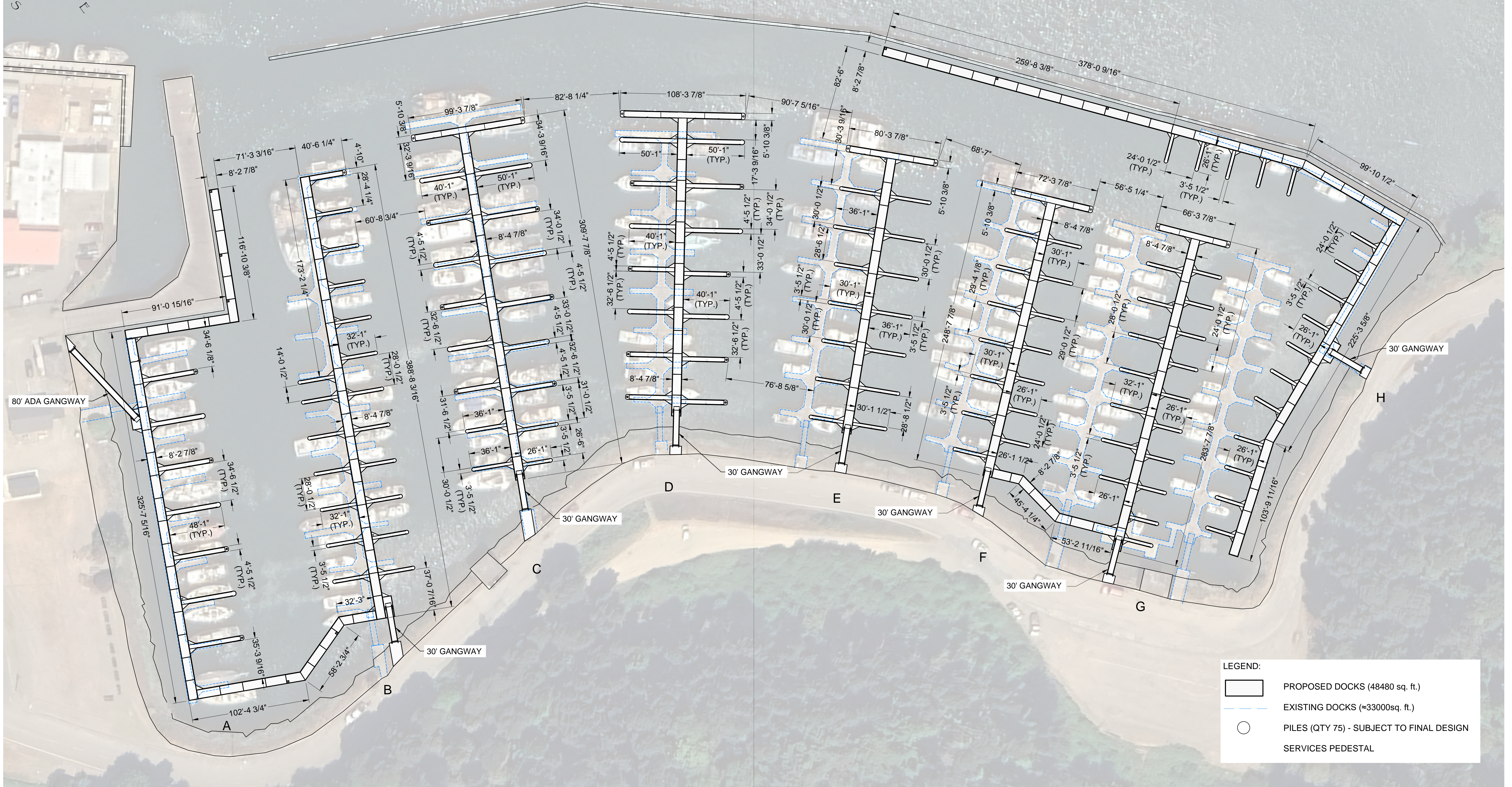
We should generally take into consideration the overall size, footprint and eventual cost of construction in case our final grant award for construction requires a local match. Budget will be determined in the next phase once layouts have been generally approved.

### Attachments

Marina Redevelopment Map layout #2



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-	-	-	
NO.	DATE	DESCRIPTION	
REVISIONS			



**SOUTHWEST DIVISION**  
CA LICENSE #442499  
8810 SPARLING LANE  
DIXON, CA 95620  
TEL: (707) 678-2385  
FAX: (707) 678-1760

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PROJECT NUMBER:	-
ENGINEER / DESIGNER:	
PROJECT MANAGER:	
CHECKED BY:	

## GENERAL ARRANGEMENT

SCALE:	1" = 40' (Sheet Size 22" x 34")
DRAWN BY:	IN
DATE:	12/05/25
DRAWING:	NH-02
SHEET NO.:	1



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## Staff Report

### **West Center Program Update**

For the remainder of the Noyo Harbor Revitalization Program West Center is going to focus on expanding the Seafood in Schools program and the North Coast Catch grocery store programs. The hope is to set these programs up to be able to be run with little input from the Harbor District or West Center for the next year.