

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 January 8th 2026 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 December Regular Meeting 2025

Conduct of Business

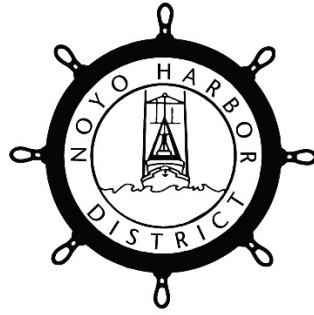
1. Discussion and possible action on Financial Report December 2025
2. Discussion and possible action on mid-year budget review
3. Discussion and possible action on Welcome Sign contract with Cadmium Creations
4. Discussion and possible action on Cal Inc Proposal

Staff Reports and Recommendations

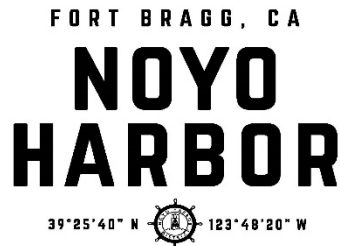
Matters from the Commissioners

Attorney Report

Adjournment to the next regular meeting



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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 December 11th 2025 6pm

Town Hall,

363 N. Main Street, Fort Bragg, CA

Call to Order at 6pm

Roll Call

Present: Commissioner Weaver, Commissioner Downie, Vice Chair Shoemaker, Chair Hurst

Absent: Commissioner Platt

Staff Present: Anna Neumann, Nick Savedra, Jim Jackson

Pledge of Allegiance

Public Comment on Non-Agenda Items

None

Consent Calendar

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

Motion to approve the consent calendar and move financial reports to conduct of business for the next 6 months. 1st Commissioner Weaver, 2nd Commissioner Downie. Approved: 4-0-1

Conduct of Business

1. Discussion and possible action on rate increase for 2026

The commission held a long discussion on rate increases for both the commercial and recreational fishing fleets. The Harbormaster and Marina Manager proposed a 3% raise to recreational long term and short term tenants but not for the commercial fleet. The commission discussed annual budgets and the cost of maintaining the Harbor District. Vice Chair Shoemaker requested that the Harbormaster bring past records to see if expected revenues meet the actual revenues for tenants over the last few years. Vice Chair Shoemaker and Chair Hurst asked about where Noyo Harbor rates are compared to marinas of a similar size. Nick stated that Noyo was similar to Bodega Bay rates for commercial and recreational fishermen.

There was also a discussion on raising the rates for the commercial fleet who occupy the largest slips in the Harbor. The commercial fleet has not had their rates raised in 9 years, and there is a

fear that lagging the commercial fleet to far behind the recreational fleet will eventually require the Harbor District to initiative a very large jump when revenues and expenses can no longer be balanced.

Chair Hurst proposed a county residence discount, which was discussed between the commissioners and harbor staff. Chair Hurst suggested a 2% commercial fleet increase and a 5% recreational fleet increase.

Vice Chair Shoemaker suggested a 3% commercial fleet increase and a 6% recreational fleet increase.

Motion to increase the annual longer term rate excluding commercial fishermen, monthly long term excluding commercial fishermen, short term daily, short term weekly, and short term monthly by 6% and increase the annual long term commercial fishermen rate and long term monthly commercial fisherman rate 3%. 1st Commissioner Weaver, 2nd Commissioner Downie. Approved 4-0-1

2. Discussion and possible action on grants for sediment containment cell

The Harbormaster gave an update on the grant applications for the sediment containment cell and there was short discussion on the overall project.

Motion to move forward on the submittal of the EDA application. 1st Vice Chair Shoemaker, 2nd Commissioner Weaver. Approved 4-0-1

3. Discussion and possible action on asbestoses and lead abatement

Legal counsel Jim Jackson review potential issues with the Cal Inc proposal present to the commission. Overall the commission was concerned with some of the wording in the proposal and requested the a simpler contract be developed between Cal Inc and the Harbor District with a clear scope of work. The Harbormaster, marina manager and legal counsel will work on the contract and bring it back in January.

4. Discussion and possible action on Harbor District's insurance policy

The Harbormaster gave an update on the insurance policy and how it is being played out day to day. The commission requested that the Harbormaster work with Mike Hall and Blacktail Insurance to develop some sort of policy for vessels that haven't gotten liability insurance where the Harbor District get's it for them and they pay the Harbor back. Similar to how flood insurance can be purchased through a mortgage company. This issue will be brought back to the commission as it progresses.

5. Discussion and possible action on Bellingham Marine's layout #2

The Harbormaster and marina manager gave an update on the second layout provided by Bellingham Marine and commissioner reviewed the plan and asked general questions. If preliminary approvals are given, the harbormaster would like the take this design to community meetings to get feedback and hopefully start moving toward final approvals.

Motion to preliminarily approve layout #2. 1st Commissioner Weaver, 2nd Commissioner Downie. Approved 4-0-1

Staff Reports and Recommendations

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.

Matters from the Commissioners

Commissioner Downie reported on the lighted boat parade, PCOR meeting and recreational abalone closure for an additional 10 years.

Attorney Report

None

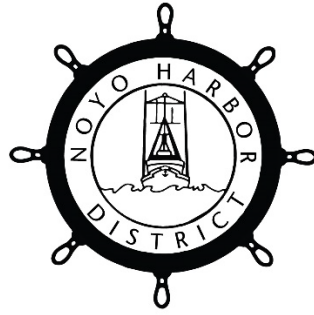
CONDUCT OF BUSINESS (Closed Session) began at 8:30pm.

1. Employee Review of Harbormaster

Government Code Section 54957

Report out at 8:48pm that the Harbormaster employee review has been completed.

Adjournment to the next regular meeting at 8:50pm 1st Commissioner Downie, 2nd Commissioner Weaver. Approved 4-0-1



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NOYO HARBOR DISTRICT
STATEMENT OF ACCOUNTS
31-Oct-25

Chase Checking	\$197,469.28
Chase Money Market	\$74,174.63
LAIF	\$1,062,682.43
Total of all accounts	\$1,334,326.34

Profit and Loss

Noyo Harbor District

December 2025

Distribution account	Total
Income	
Electricity	2,561.07
Fish Markets	30.00
Ground Rent	2,600.00
Other Grant Proceeds	1,002.70
Park & Launch	1,514.12
Slip Rental Contract	37,013.34
Slip Rental Transient	2,412.18
Total for Income	\$47,133.41
Gross Profit	\$47,133.41
Expenses	
Communications Expense	233.39
Deferred Maintenance	3,900.00
Dues and Subscriptions Exp	313.99
Fuel Expense	354.39
Legal and Professional Fees	2,268.25
Office Expense	2,403.30
Operating Supplies	493.90
Payroll Expenses	
Taxes	842.26
Wages	11,010.04
Total for Payroll Expenses	\$11,852.30
Power	4,005.28
Repairs & Maintenance	6,872.38
Sep. Ira	2,685.18
Travel and Conferences	176.99
Utilities Expense	5,049.69
Total for Expenses	\$40,609.04
Net Operating Income	\$6,524.37
Other Expenses	
Donna J Tsunami Damage	13,492.75
EDD Project	34,579.54
SAVE	1,068.77
SCC Marina Redevelopment	9,483.02
Total for Other Expenses	\$58,624.08
Net Other Income	-\$58,624.08
Net Income	-\$52,099.71

Accrual Basis Monday, January 05, 2026 04:59 PM GMTZ

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	\$5,779.24	\$18,000.00	1,500.00	2,561.07	-12,220.76	32.11
Encroachment Leases	\$0.00	\$25,000.00	0.00		-25,000.00	0.00
Harbor Festival	\$15,540.31	\$12,000.00	0.00	30.00	3,540.31	129.50
Ground Rent	\$17,685.53	\$24,000.00	2,000.00	2,600.00	-6,314.47	73.69
Income / Mdco. County						
Taxes	\$11,493.60	\$150,000.00	0.00		-138,506.40	7.66
Interest Income	\$27,893.78	\$52,000.00	0.00		-24,106.22	53.64
Late Fees	\$292.35	\$2,000.00	166.67	0.00	-1,707.65	14.62
Other Grant Proceeds	\$25,655.80	\$90,000.00	7,500.00	1,002.70	-64,344.20	28.51
Park & Launch	\$18,659.80	\$30,000.00	2,500.00	1,514.12	-11,340.20	62.20
Slip Rental Contract	\$177,561.44	\$420,000.00	35,000.00	37,013.34	-242,438.56	42.28
Slip Rental Transient	\$44,523.76	\$60,000.00	5,000.00	2,412.18	-15,476.24	74.21
Total Income	\$345,085.61	\$883,000.00	53,666.67	\$47,133.41	-\$537,914.39	39.08
Expense						
Advertising Expense	333.51	\$1,000.00	83.33	0.00	-666.49	249.05
Communications Expense	\$2,490.48	\$4,000.00	333.33	233.39	-1,509.52	62.26
Deferred Maintenance	\$29,058.78	\$5,000.00	416.67	3,900.00	24,058.78	581.18
Dues and Subscriptions Exp	\$8,157.70	\$17,000.00	1,416.67	313.99	-8,842.30	47.99
Emp. Health & Dental						
Insurance	\$21,121.82	\$40,800.00	3,400.00	0.00	-19,678.18	51.77
Fuel Expense	\$1,329.61	\$4,000.00	333.33	354.39	-2,670.39	33.24
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	\$15,450.50	\$24,000.00	2,000.00	2,268.25	-8,549.50	64.38
Office Expense	\$9,387.25	\$10,000.00	833.33	2,403.30	-612.75	93.87
Operating Supplies	\$3,198.41	\$5,000.00	416.67	493.90	-1,801.59	63.97

July 1 2024-November 28 2025
Budget to Date

Payroll Tax Expense	\$10,078.00	\$18,000.00	1,500.00	842.26	-7,922.00	55.99
Power	\$27,601.88	\$56,000.00	4,666.67	4,005.28	-28,398.12	49.29
Repairs & Maintenance	\$19,426.55	\$40,000.00	3,333.33	6,872.38	-20,573.45	48.57
Sep. Ira	\$11,339.63	\$21,000.00	1,750.00	2,685.18	-9,660.37	54.00
Taxes & Assessments	\$4,712.25	\$2,000.00	0.00	0.00	2,712.25	235.61
Travel and Conferences	\$2,072.21	\$2,000.00	166.67	176.99	72.21	103.61
Utilities Expense	\$31,958.65	\$65,000.00	5,416.67	5,049.69	-33,041.35	49.17
Wages Expense	\$127,873.62	\$227,000.00	18,916.67	11,010.04	-99,126.38	56.33
Total Expense	\$593,334.34	\$810,800.00	\$44,983.33	40,609.04	-217,465.66	73.18
Net Income	-\$248,248.73	\$72,200.00	\$8,683.33	\$6,524.37	-\$320,448.73	

December Expenses

Date	Payee	Category	Total
12/29/2025	Red Rhino	Fuel Expense	62.6
12/22/2025	Google	Office Expense	9.99
12/19/2025	Chevron	Fuel Expense	63.58
12/19/2025	Adam Vanwormer	Repairs & Maintenance	350
12/19/2025	CA EDD	CA PIT / SDI	-520.15
12/19/2025	IRS	Federal Taxes (941/943/94	-2577.45
12/17/2025	CalPers	Dues and Subscriptions Ex	150
12/17/2025	Dockwa	Slip Rental Transient	243.22
12/17/2025	QuickBooks Payro	QuickBooks Tax Holding A	-3097.6
12/16/2025	Cadmium Creation	Office Expense	2200
12/16/2025	County of Mendoci	EDD Project	172.2
12/16/2025	SHN Engineers & (	Legal and Professional Fee	1633.75
12/16/2025	Rossi's Building M	Repairs & Maintenance	1107.9
12/16/2025	O'Reilly Auto Parts	Repairs & Maintenance	25.16
12/16/2025	P.G.& E.	Power	3782.55
12/16/2025	P.G.& E.	Power	106.11
12/16/2025	James A. Jackson	Legal and Professional Fee	634.5
12/16/2025	Two Short Sales	Repairs & Maintenance	57.23
12/16/2025	P.G.& E.	Power	116.62
12/16/2025	SHN Engineers & (	--Split--	0
12/16/2025	SHN Engineers & (	EDD Project	33658.18
12/12/2025		Fuel Expense	44.94
12/11/2025	Red Rhino	Fuel Expense	25.37
12/11/2025	Red Rhino	Fuel Expense	66.9
12/10/2025	MCN	Communications Expense	197.9
12/10/2025	Verizon Wireless	Communications Expense	35.49
12/09/2025	Amazon	Office Expense	160.72
12/09/2025	Adobe	Dues and Subscriptions Ex	19.99
12/06/2025	Yahoo Mail	Dues and Subscriptions Ex	5
12/06/2025	Backblaze	Dues and Subscriptions Ex	18
12/05/2025	Amazon	Office Expense	15.09
12/05/2025	Amazon	Repairs & Maintenance	27.93
12/05/2025	CA EDD	CA PIT / SDI	-513.81
12/05/2025	IRS	Federal Taxes (941/943/94	-2687.41
12/03/2025	City of Fort Bragg (	Utilities Expense	49.27
12/03/2025	City of Fort Bragg (	Utilities Expense	39.08
12/03/2025	City of Fort Bragg (	Utilities Expense	1401.45
12/03/2025	City of Fort Bragg (	Utilities Expense	39.08
12/03/2025	City of Fort Bragg (	Utilities Expense	203.12
12/03/2025	City of Fort Bragg (	Utilities Expense	151.17
12/02/2025	QuickBook	Dues and Subscriptions Ex	121
12/02/2025	Edward Jones	Sep. Ira	1515.28
12/02/2025	QuickBooks Payro	QuickBooks Tax Holding A	-3338.5

December Expenses

12/01/2025 Mountain Fresh Office Expense	17.5
12/01/2025 Cadmium Creation EDD Project	749.16
12/01/2025 Red Rhino Fuel Expense	91
12/01/2025 Ca Coastal Comm Donna J Tsunami Damage	9414
12/01/2025 Franklin Templeton Sep. Ira	1169.9
12/01/2025 SHN Engineers & (---Split---	13561.77
12/01/2025 Affordable Backflow Repairs & Maintenance	3136.05
12/01/2025 North Coast Plumbing Repairs & Maintenance	68.08
12/01/2025 WAXIE SANITARY Operating Supplies	493.9
12/01/2025 Anna Neumann Travel and Conferences	176.99
12/01/2025 World Oil Environment Repairs & Maintenance	2100.03
12/01/2025 Redwood Waste S SAVE	1068.77
12/01/2025 Redwood Waste S Utilities Expense	3166.52
12/01/2025 MELVIN PYORRE Deferred Maintenance	3900

Noyo Harbor District

Paycheck history report

Paychecks from Nov 01, 2025 to Dec 31, 2025 for all employees from all locations

Pay date	Name	Total pay	Net pay	Pay method
12/16/2025	Koski, Bruce	\$ 1,023.61	\$ 880.65	Check
12/16/2025	Koski (1), Jay	\$ 2,710.40	\$ 2,121.87	Check
12/16/2025	Neumann, Anna T	\$ 3,241.42	\$ 2,441.34	Check
12/16/2025	Savedra, Nick	\$ 2,760.32	\$ 2,235.33	Check
12/16/2025	Scofield, Robert	\$ 1,274.29	\$ 1,075.51	Check
12/1/2025	Koski, Bruce	\$ 846.05	\$ 740.45	Check
12/1/2025	Koski (1), Jay	\$ 2,464.00	\$ 1,953.00	Check
12/1/2025	Neumann, Anna T	\$ 3,713.47	\$ 2,719.49	Check
12/1/2025	Savedra, Nick	\$ 2,729.13	\$ 2,216.50	Check
12/1/2025	Scofield, Robert	\$ 1,242.96	\$ 1,051.40	Check

Check Number

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17414

17415

17416

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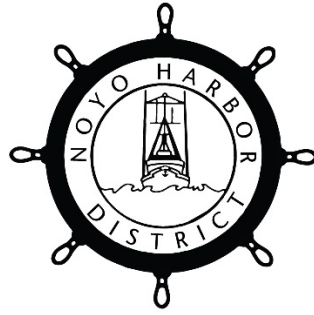
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Noyo Harbor District Agenda Item Summary

Meeting Date:	1/8/2025
Item Number:	2
Title:	Mid-Year Fiscal Review
Recommended Action:	Direction

Analysis

The commissioners requested a mid-year fiscal review of the FY 2025/2026 budgets. In the review the Harbormaster included the actual revenues from 2022/2023, 2023/2024 and 2024/2025, a breakdown of the approved deferred maintenance projects and expected reimbursements from any grants.

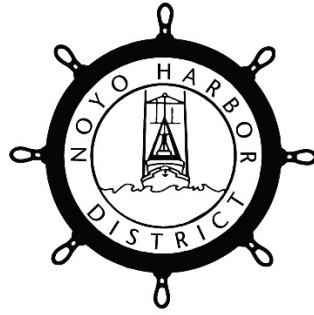
The Harbormaster also included a P&L comparison from December of 2023, 2024 and 2025. The largest difference between the three years is that the Harbor District did not receive a check from Mendocino County for property taxes in December as it usually does. This check usually comes late in the year. The Harbormaster has plans to follow up with the county to ensure payment does arrive.

Fiscal Impacts

Attachments

Mid- Year Budget Review

December 2023/2024/2025 comparisons



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Mid 25/26Fiscal Year Overview

Chase Checking	\$187,386.65
Chase Savings	\$44,175.75
LAIF	\$1,062,682.43
Total Funds	\$1,294,244.83

Revenues	Projected Amounts
Oppering Budget	\$883,500.00
Icehouse	
Total	\$883,500.00

Expenses	
Oppering Budget	\$861,139.26
Icehouse	
Deferred Maintance Allocated	\$140,000.00
Total	\$1,001,139.26

Overall net position	(\$117,639.26)
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Noyo Harbor District (NHD)

Fiscal Year July 1-June 30th

	Actual Actual Revenue 2022/2023	Actual Revenues 2023/2024	Approved Budget 2024/2025	Actual Revenues 2024/2025	Proposed Budget 2025/2026
Revenues					
Slip Rental - Contract	453,476.26	421,204.35	445,000.00	445,589.49	420,000.00
Slip Rental - Transient	47,039.04	46,569.57	45,000.00	85,751.19	60,000.00
Hoist Fees	660.00	495.56	500.00	2,400.00	500.00
Park & Launch	22,906.56	35,290.00	35,000.00	24,195.71	30,000.00
Ground Rent	34,342.08	19,600.00	24,000.00	19,031.67	24,000.00
Encroachment Leases	14,218.75	24,759.00	25,000.00	24,157.03	25,000.00
Electric	958.54	13,418.45	15,000.00	15,149.61	18,000.00
Late Fees	30.00	2,771.11	2,000.00	2,280.61	2,000.00
Income -Marina Based	573,631.23	564,108.04	591,500.00	618,555.31	579,500.00
Harbor Festival	7,712.29	2,362.00	2,000.00	14,603.12	12,000.00
Property Tax Rev-Current	120,408.53	130,807.64	131,000.00	146,539.40	150,000.00
Interest Income	25,737.87	49,433.58	45,000.00	89,260.62	52,000.00
Local Coastal Program Update- City Of Fort Bragg		200.00	30,000.00	22,872.50	20,000.00
Economic Development Department			60,000.00	71,174.87	50,000.00
State Coastal Conservancy			20,000.00	1,693.61	20,000.00
Other Revenues	153,858.69	182,803.22	288,000.00	346,144.12	304,000.00
Total Revenues	727,489.92	746,911.26	879,500.00	964,699.43	883,500.00

Expenses	Actual Expense 2022/2023	Actual Expense 2023/2024	Approved Budget 2024/2025	Actual Expenses 2024/2025	Proposed Budget 2025/2026
Payroll and Employee Burdens					
Harbormaster	69,850.00	62,302.12	70,000.00		77,000.00
Wages Hourly 2 F.T. 2 P.T.	115,033.29	116,839.96	187,000.00	192,130.31	194,000.00
Emp. Health & Dental Insurance	22,933.02	28,722.00	30,000.00	40,046.65	40,800.00
Sep. Ira	7,641.67	8,421.36	16,000.00	17,578.01	21,200.00
Payroll Tax Expense	15,459.44	14,569.18	20,560.00	67,728.51	17,939.26
Employee Totals	230,917.42	230,854.62	323,560.00	317,483.48	350,939.26
Utilites					
Utilities Expense (Trash/Water)	66,332.11	67,371.09	65,000.00	70,364.63	65,000.00
Power Marina	53,105.79	55,056.01	57,000.00	54,294.24	56,000.00
Utilities	119,437.90	122,427.10	122,000.00	124,658.87	121,000.00
Insurance Property & Liability	266,203.25	221,587.21	265,000.00	261,583.82	265,000.00
Legal and Professional Fees					
Legal	13,193.48	16,450.00	20,000.00	9,003.45	10,000.00
Consultant	38,291.91	18,776.00	20,000.00	10,678.80	6,000.00
Auditor	8,000.00	4,025.00	4,500.00	8,275.00	8,000.00
Legal and Professional Totals	59,485.39	39,251.00	44,500.00	28,034.25	24,000.00

	Actual Expense 2022/2023	Actual Expense 2023/2024	Approved Budget 2024- 2025	Actual Expenses 2024/2025	Proposed Budget 2025/2026
Office and Admin Expenses					
Office Expense	12,399.46	7,887.92	10,000.00	10,390.98	10,000.00
Office Equipment		760.00	800.00	0.00	1,200.00
Conferences & Meetings	4,541.15	1,750.00	2,000.00	1,087.08	2,000.00
Dues and Subscriptions Exp	12,104.20	10,958.91	18,000.00	16,537.59	17,000.00
Advertising Expense	1,435.88	295.80	500.00	687.52	1,000.00
Communications Expense	4,737.61	4,265.75	4,500.00	4,308.56	4,000.00
Taxes & Assessments	4,622.82	1,472.00	7,500.00	10,006.57	2,000.00
Harbor Festival				4,055.93	4,000.00
Office and Admin Expenses	39,841.12	27,390.38	43,300.00	47,074.23	41,200.00
Grounds					
Repairs & Maintenance	27,493.50	39,481.13	40,000.00	39,164.60	40,000.00
Operating Supplies	5,834.23	4,059.16	6,000.00	6,592.99	5,000.00
Equipment Purchase			1,000.00	6,088.74	2,000.00
Equipment Expense				0.00	3,000.00
Fuel Expense	4,156.61	3,128.21	5,000.00	3,065.81	4,000.00
Deferred Maintenance	29,126.17		10,000.00	2,194.40	5,000.00
Maintenance & Repairs	66,610.51	46,668.50	62,000.00	57,106.54	59,000.00
Grant Matches					
Save Grant	0.00	2,271.45	2,000.00	0.00	0.00
Grant Expenses	0.00	2,271.45	2,000.00	0.00	0.00
Total Expenses	782,496	690,450	862,360	835,941	861,139
Net Income	(55,005.67)	56,461.00	17,140.00	128,758.24	22,360.74

Deferred Maintenance Projects Budgets

Vessel Removal and Abatement

Total Allocated	70,000
Total Spent	11803.78
Remaining	58,196

Re-Roofing of Bathrooms and Shop

Total Allocated	15,000
Total Spent	17,255.00
Remaining	-2,255.00

Piling Repair Project

Total Allocated	55,000
Total Spent	0
Total Remaining	55,000

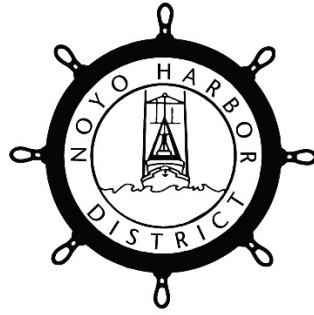
Expected Reimbursement

City of Fort Bragg	\$1,500.00
CERF	\$195,136.14
Donna J Tusnami Damage	\$27,606.75
SCC Marina Redevelopment	\$29,925.52
FEMA 4683**	\$74,405.00
Total	\$328,573.41

** Number does not include staff time or indirects

Profit and Loss
Noyo Harbor District
December 2023-2025

Distribution account	2025	2024	2023
Income			
Electricity	\$2,561.07	\$435.99	\$608.56
Fish Markets	\$30.00	\$2,831.12	
Ground Rent	\$2,600.00	\$2,245.70	
Income / Mdco. County Taxes		\$77,275.99	\$70,592.80
Other Grant Proceeds	\$1,002.70	\$11,900.00	
Park & Launch	\$1,514.12	\$2,609.89	\$407.00
Slip Rental Contract	\$37,013.34	\$20,070.25	\$24,207.61
Slip Rental Transient	\$2,412.18	\$1,324.53	\$3,010.16
Total for Income	\$47,133.41	\$118,693.47	\$99,035.60
Gross Profit	\$47,133.41	\$118,693.47	\$99,035.60
Expenses			
Communications Expense	\$233.39	\$226.53	\$326.24
Deferred Maintenance	\$3,900.00		
Dues and Subscriptions Exp	\$313.99	\$32.95	\$388.45
Emp. Health & Dental Insurance	\$0.00	\$3,314.16	\$2,201.84
Fuel Expense	\$354.39	\$277.45	\$226.51
Insurance Property & Liability	\$0.00	\$15.00	
Legal and Professional Fees	\$2,268.25	\$931.50	\$6,039.00
Office Expense	\$2,403.30	\$338.07	\$822.61
Operating Supplies	\$493.90	\$1,184.56	\$535.85
Payroll Tax Expense	\$842.26	\$5,742.75	\$3,616.73
Power	\$4,005.28	\$7,907.18	\$7,626.73
Repairs & Maintenance	\$6,872.38	\$1,860.42	\$2,812.69
Salary Expense		\$3,332.97	\$4,698.45
Sep. Ira	\$2,685.18	\$793.77	\$721.46
Travel and Conferences	\$176.99		
Utilities Expense	\$5,049.69	\$8,770.02	\$5,151.84
Wages Expense (Hourly)	\$11,010.04	\$12,908.93	\$6,586.13
Total for Expenses	\$40,609.04	\$47,636.26	\$38,754.53
Net Operating Income	\$6,524.37	\$71,057.21	\$60,281.07



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Noyo Harbor District Agenda Item Summary

Meeting Date:	1/8/2026
Item Number:	3
Title:	Cadmium Creations
Recommended Action:	Approval or Direction

Analysis

As part of the Economic Development project, West Center and the Harbormaster would like to replace the two signs at the top of S. Harbor and N. Harbor drive. The current signs (photo below) are outdated and crumbling from years in the marine environment. The new signs would highlight what each side of the Harbor has to offer and be made from a more sustainable material with longevity in mind.

In October, West Center released a call for proposals for sign designers and Cadmium Creations replied to the request. Cadmium Creations has helped the Harbor District with a variety of other work in the Harbor District, like the dock signs and is familiar with the branding and identity of the Harbor. Cadmium also submitted a proposal that was within the Harbor District and West Center's budget.

If the commission agrees to the contract with Cadmium, the Harbormaster, Marina Manager and West Center will work together to design new signs that better represent the direction the Harbor District is moving.

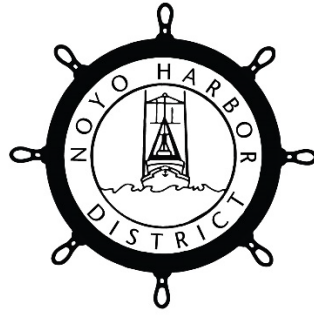


Fiscal Impacts

Overall budget is \$25,000 and funds will be paid 100% from the Economic Development Project grant.

Attachments

Sign Contract



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INDEPENDENT CONTRACTOR AGREEMENT-SERVICE 2025-2026

- 1. Identification of Parties:** This Agreement is between Noyo Harbor District (Noyo Harbor) and Cadmium Creations, LLC (Contractor).
- 2. Services to Be Performed:** Contractor agrees to perform services for Noyo Harbor noted within Scope of Work and agrees not to exceed the number hours allotted or the total project fee amount.
- 3. Deliverables and Milestones:** Contractor will perform the services and execute deliverables according to Scope of Work.
- 4. Expenses:** Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.
- 5. State and Federal Taxes:**
 - a. Noyo Harbor will not withhold Social Security and Medicare taxes from Contractor's payments or make such tax payments on Contractor's behalf, or
 - b. Noyo Harbor will not withhold state or federal income tax from Contractor's payments or make state or federal unemployment contributions on Contractor's behalf. Contractor will pay all applicable taxes related to the performance of services under this contract. This includes income, Social Security, Medicare, and self-employment taxes. Contractor will also pay any unemployment contributions related to the performance of services under this Agreement. Contractor will reimburse Noyo Harbor if Noyo Harbor is required to pay such taxes or unemployment contributions.
 - c. Noyo Harbor shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.
 - d. Noyo Harbor shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. Contractor assumes full responsibility for maintaining adequate workers' compensation and disability insurance coverage for the Contractor or any of the Contractor's agents or employees performing services for the Contractor under the terms of this Agreement. Contractor will provide Noyo Harbor with a certificate of workers' compensation insurance before the employees begin the work.
 - e. Noyo Harbor shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor should obtain the insurance coverage listed below and maintain it during the entire term of this Agreement. Contractor shall provide Noyo Harbor with evidence of required insurance noting that Noyo Harbor has been made an additional insured under the policies.
 - i. Automobile liability insurance for each vehicle used in the performance of this Agreement—including owned, non-owned (for example, owned by Contractor's

employees), leased, or hired vehicles—in the minimum amount of \$300,000 combined single limit per occurrence for bodily injury and property damage.

- ii. Comprehensive or commercial general liability insurance coverage in the minimum amount of \$1,000,000—combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

6. Required Forms: Noyo Harbor now requires all Contractors to complete, sign and/or furnish the following before work can begin:

- a. Independent Contractor Agreement (to be signed)
- b. Independent Contractor Compliance Forms (to be signed if required)
- c. IRS W-9 (to be completed by new contractors only)
- d. Copy of a Certificate of Liability Insurance (required)
- e. Valid Business License (encouraged)
- f. Direct Deposit Authorization Form (if applicable)

7. Fringe Benefits: Neither Contractor nor Contractor's employees are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Noyo Harbor.

8. Invoices: Contractor will submit invoices for all services rendered per month. Invoices are due by the end of the same month as work is performed. Payments are net 30 days from receipt of invoice. Payments received more than fifteen (15) days past due shall accrue interest at the rate of 1.5% per month (18% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding the foregoing, the initial Kick-off payment shall be due upon receipt of invoice.

9. Independent Contractor Status: The parties intend Contractor to be an independent contractor in the performance of the services described in Attachment A. Contractor will have the right to control and determine the methods and means of performing the contractual services. Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Noyo Harbor's employees. Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed and Contractor, Contractor's employees, or assistants shall receive any training from Noyo Harbor in the professional skills necessary to perform the services required by this agreement. Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement. Neither Contractor nor Contractor's employees or contract personnel shall be required by Noyo Harbor to devote full time to the performance of the services required by this Agreement.

10. Other Clients: Contractor retains the right to perform services for Clients other than the Noyo Harbor.

11. Assistants: Contractor, at Contractor's expense, may employ assistants as Contractor deems appropriate to perform the contractual services. Contractor will be responsible for paying these assistants as well as any expense attributable to them including income, Social Security and Medicare taxes, and unemployment contributions. Contractor will maintain workers' compensation insurance for all of its employees.

12. Equipment and Supplies: Contractor, at Contractor's expense, will provide all equipment, tools, and supplies necessary to perform the contractual services. Noyo Harbor will not require Contractor to rent or purchase any equipment, product or service as a condition of entering into this Agreement. If

applicable, upon completion of Noyo Harbor's Independent Contractor Compliance Forms, Contractor will be provided access to Noyo Harbor's database.

13. Disputes-Mediation and Possible Arbitration: If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation or arbitration administered by a mutually agreed upon mediator/arbitrator before restoring to litigation, except that under all circumstances the mediator/arbitrator must follow the laws of California. The costs of any mediation/arbitration proceeding shall be shared equally by all parties. Such mediation/arbitration shall be binding and final and may be entered in any court that has jurisdiction over the matter. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the mediation/arbitration of the dispute in an amount to be determined by the mediator/arbitrator.

14. Term of Agreement: This agreement will become effective when signed by both parties and will terminate on the earlier of:

- a. September 30, 2026, or
- b. the date a party terminates the Agreement.

This Agreement may be terminated:

- a. Without cause, by thirty (30) days' prior written notice by either party; or
- c. With cause, immediately upon material breach of any term of this Agreement by either of the parties.

Effect of Termination: Upon termination for any reason, Contractor shall be paid for all work completed to date in accordance with the milestone schedule set forth in the Scope of Work. For termination without cause by Noyo Harbor, Contractor shall also receive twenty-five percent (25%) of the remaining unpaid contract value as a cancellation fee. Upon termination, all preliminary concepts and sketches not incorporated into completed deliverables shall remain the property of Contractor.

15. Indemnification: Contractor warrants that any work product made by the Contractor shall be lawful and will not infringe upon the copyright or other rights of any third party, and Contractor shall indemnify and hold Noyo Harbor harmless against any loss, damages, costs, expenses, or other claims arising from any loss or liability. Noyo Harbor shall indemnify and hold Contractor harmless against any loss, damages, costs, expenses, or other claims arising from: (a) materials, content, or direction provided by Noyo Harbor that Contractor incorporates into the work product; (b) Noyo Harbor's modification or misuse of the work product; or (c) Noyo Harbor's breach of this Agreement.

16. Confidentiality: Contractor acknowledges that it may be necessary for Noyo Harbor to disclose certain confidential and proprietary information to Contractor for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Noyo Harbor. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Noyo Harbor without Noyo Harbor's prior written permission except to the extent necessary to perform services on Noyo Harbor's behalf.

- a. **Proprietary or confidential information includes:** When applicable, contractors may have exposure to records that contain personally identifiable information and/or other

confidential data, they are PROHIBITED from viewing any such data in any record without the signature below of the Noyo Harbor Harbormaster.

- b. Upon termination of Contractor's services to Noyo Harbor, or at Noyo Harbor's request, Contractor shall deliver to Noyo Harbor all materials in Contractor's possession relating to Noyo Harbor's business.

- 17. Work Product:** The product of all work performed under this Agreement ("work product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of Noyo Harbor, and Contractor hereby assigns to Noyo Harbor all right, title, and interest therein. Contractor further assigns to Noyo Harbor all right, title, and interest in any and all photographic images and videos or audio recordings made by Noyo Harbor during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. Notwithstanding the foregoing, Contractor retains the right to: (a) display completed work in portfolios, on websites, and in promotional materials for the purpose of demonstrating Contractor's capabilities and securing future work; and (b) retain ownership of all preliminary concepts, sketches, and design directions not selected by West Center for incorporation into the final deliverables.
- 18. Name and Likeness:** Noyo Harbor may use Contractor's name in connection with project credits, provided such use accurately represents Contractor's role. Any other use of Contractor's name or likeness in advertising, marketing, or promotional materials shall require Contractor's prior written consent, which shall not be unreasonably withheld.
- 19. Entire Agreement:** This is the entire agreement between the parties. It replaces and supersedes all oral agreements between the parties, as well as any prior written agreements.
- 20. Successors and Assignees:** This agreement binds and benefits the heirs, successors, and assignees of the parties.
- 21. Notices:** All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:
 - a. in person, by certified mail; or by overnight courier.
- 22. Governing Law:** This agreement will be governed by and construed in accordance with the laws of the state of California.
- 23. Counterparts:** The parties may sign several identical counterparts of this agreement. Any fully signed counterpart shall be treated as an original.
- 24. Modification:** This agreement may be modified only by a written statement signed by both parties. Any work requested by Noyo Harbor that is beyond the scope defined in the Scope of Work shall require a written change order signed by both parties, specifying the additional work and compensation, before such work begins. The Scope of Work included herein covers up to two (2) design concepts in the Design Development phase and one (1) round of substantive revisions in the Final Design phase; additional concepts or revisions beyond these limits shall be subject to a change order.
- 25. Waiver:** If one party waives any term or provision of this agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either

party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

- 26. Severability:** If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

AGREEMENT & SIGNATURE

Noyo Harbor District

Address: 19101 S. Harbor Drive, Fort Bragg, CA
95437

Email: harbormaster@noyoharbordistrict.org

Phone: (707) 964-4719

Printed Name & Title: Anna Neumann,
Habormaster

Signature:

Date:

Contractor:

Name of Business: Cadmium Creations, LLC

Address: 339 E Redwood Ave, Fort Bragg, CA
95437

Email: jeremy@mycolormill.com

Phone: 707-964-9645

Printed Name: Jeremy Logan

Signature:

Date:

SCOPE OF WORK-SERVICE

Period: December 3, 2025- February 28, 2026

Noyo Harbor Welcome Signage: Design and Fabrication

2 signs: South Harbor and North Harbor entrances.

DESCRIPTION OF SERVICES		TOTAL COST	DUE DATE
Kick off		\$12,500.00	Dec 15, 2025
Design Development- Concept development and discovery including investigation into current sign conditions and site environment. Develop 2 design concepts and present to client. Inclusion of material types, weight, dimensions required along with design.		\$5000.00	Dec 23, 2025
Client Feedback- Design evaluation		--	Jan 5, 2026
Final Design- Refine final design delivered based on client feedback. Finalized material specifications, fabrication notes, dimensions, installation requirements. Layered vector files delivered.		\$5000.00	Jan 14, 2026
Fabrication- Deliver both signs, hardware and other assembly pieces (if necessary) to Harbor District office for installation.		\$2500.00	Feb 27, 2026
Total		\$25,000.00	

Invoices:

Contractor will submit invoice within the month that the work was performed. Payments are net 30 days from receipt of invoice. Email invoice to: Anna Neumann
harbormaster@noyoharbordistrict.org.

Each invoice must include:

- The invoice date must be before the last day of the month that work was performed.
- Date and Activity performed per Scope of Work.
- Total of hours invoiced for each service and rate per hour (PLEASE LIST SERVICES WITH DIFFERENT RATES ON SEPARATE LINES).
- Total dollar amount being invoiced.



Noyo Harbor District Agenda Item Summary

Meeting Date:	1/8/2025
Item Number:	3
Title:	Cal Inc Proposal
Recommended Action:	Approval or Direction

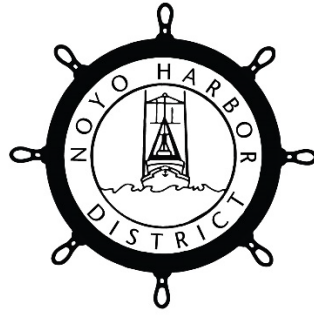
Analysis

The marina manager and Jim Jackson have narrowed the Cal Inc proposal to the attached version. The Harbormaster would suggest a not to exceed be offered to Cal Inc in addition to ensure that cost do not exceed the Harbor District's expected costs. As with all time and materials style proposals, there is always a risk that the project can over run the proposal.

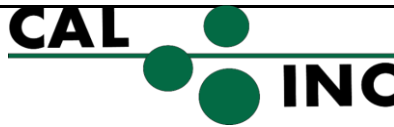
Fiscal Impacts

Funds have been allocated from the Harbor District's reserves for the project.

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@noyoharbardistrict.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: NONE REQUIRED
Permits:

Job #: 35683
Job Type: 01 Lead PW
Payment Terms: NET 30 for all public works projects. Due upon completion for all others.

Certified/SAD 140/ Davis Bacon: Certified - Prevailing
BID Expiration: 1/22/2026
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
CAL INC Estimator: David Esparza
CAL INC Estimator PH#: David Esparza 707-689-7562
CAL INC Estimator Email: desparza@cal-inc.com
CAL INC Permits Required: CAL OSHA Lead (only)

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

Attention: Noyo Harbor District

Date: 12/23/2025

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, DTSC and AQMD requirements where applicable.

Scope of Work: CAL INC to provide lead paint stabilization and asbestos removal on three boats per the photos sent on 11-4-25.

Lead paint stabilization consists of removing flaking and peeling paint, prior to demolition. CAL INC crew will lay poly on the ground and cordon off the work area with Lead Caution Tape and Lead Signs, and proceed to remove flaking and peeling paint, with hand tools, such that the remaining paint on the boats will be intact. There is minimal asbestos on all 3 boats. There is 28 LF of asbestos mastic on the Captain Hook, 80 SF of asbestos floor tile on the Miss Smith, and on the Empress 2 LF of an asbestos cloth gasket, 50 LF of a gasket with asbestos tar, and 8 LF of asbestos tar wrap.

Once lead stabilization and the asbestos 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 lead stabilization and asbestos removal.

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

Bid also includes the transportation and disposal of asbestos containing materials and 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.

Includes asbestos & lead paint chip disposal only. Excludes removal of the actual boat/ship itself.

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	CAL OSHA Lead (only)
Other permits Required NONE REQUIRED	

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>>General Liability = \$6M occurrence/\$7M aggregate</p> <p>>Auto = \$1M</p> <p>>WC = \$6M</p> <p>>Professional liability = \$6M occurrence/\$7M aggregate</p> <p>>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 & 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 & 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>> 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>> 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>> 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>> 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>>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>>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>> 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>> 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>>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>
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ITEMIZED BREAK DOWN	
Description	Amount
Daily Rate Lead Paint Stabilization & Asbestos Removal (Estimated 3 Days per Boat or Total of 9 Days on Site)	\$ 3,353
Transportation and Disposal of Lead & Asbestos Waste (One Time Charge)	\$ 4,175
Mobilization per Direction	\$ 964
TOTAL ESTIMATED PROJECT COST	TBD

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

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DIR WAGE Determination for all Prevailing wage work

TBD

Contract Value