

**AGENDA**  
**REGULAR MEETING OF THE BOARD OF COMMISSIONERS**  
**HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT**

**DATE:** October 24, 2013  
**TIME:** 6:00 p.m. Executive Closed Session  
7:00 p.m. Regular Session  
**PLACE:** Woodley Island Marina Meeting Room

*The Meeting Room is wheelchair accessible. Accommodations and access to Harbor District meetings for people with other handicaps must be requested of the Director of Administrative Services at 443-0801 24 hours in advance of the meeting.*

**1. Call to Order at 6:00 p.m.**

- a. Move to Executive Closed Session pursuant to the provisions of the California Government Code Sections 54956.8 (Conference with Real Property Negotiators) .

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: Discussion of Freshwater Tissue Company's Reciprocal Easement Agreement and terms of Purchase and Sale Agreement.

Agency negotiators: Jack Crider, Chief Executive Officer; Paul Brisso, District Counsel; Mike Wilson, Board President; Richard Marks, Board Vice President

Under negotiation: Price and/or terms of payment

**2. Adjourn Executive Closed Session**

**3. Call to Order Regular Session at 7:00 P.M. and Roll Call**

**4. Pledge of Allegiance**

**5. Report on Executive Session**

**6. Public Comment**

*Note: This portion of the Agenda allows the public to speak to the Board on the various issues not itemized on this Agenda. A member of the public may also request that a matter appearing on the Consent Calendar be pulled and discussed separately. Pursuant to the Brown Act, the Board may not take action on any item that does not appear on the Agenda. Each speaker is limited to speak for a period of three (3) minutes regarding each item on the Agenda. Each speaker is limited to speak for a period of three (3) minutes during the PUBLIC COMMENT portion of the Agenda regarding items of special interest to the public not appearing on the Agenda that are within the subject matter jurisdiction of the Board of Commissioners. The three (3) minute time limit may not be transferred to other speakers. The three (3) minute time limit for each speaker may be extended by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District. The three (3) minute time limit for each speaker may be enforced by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District.*

**7. Consent Calendar: None**

*Note: All matters listed under the Consent Calendar are considered to be routine by the Board of Commissioners and will be enacted by one motion. There will be no separate discussion of these items. If discussion is required, that item will be removed from the Consent Calendar and considered separately.*

- a. Consideration of approval of minutes from the September 12, 2013 Board Meeting.  
b. Consideration of approval of minutes from the September 26, 2013 Board Meeting.

## ***Agenda for October 24, 2013 Regular Board Meeting***

### **8. Communications and Reports**

- a. Chief Executive Officers Report
  - Terminal 2 (Freshwater pulp mill site) Cleanup Update
- b. Staff Reports
- c. District Counsel's and District Treasurer's Reports
- d. Commissioner and Committee Reports
- e. Other

### **9. Non Agenda**

### **10. Unfinished Business**

### **11. New Business**

- a. Consideration of creation an interagency Ad Hoc Harbor Development Committee.
- b. Consideration of approval of the following contracts for tasks related to the Spartina Eradication Program:
  - 1. Contract with H.T. Harvey and Associates to assist the District and Conservancy with completing the remaining permitting, and with the associated biological monitoring.
  - 2. Contracts with US Fish & Wildlife Service to complete this year's Seed Bank Research component of the project.
  - 3. Contract with Ransom Seed Laboratories for analysis associated with the Seed Bank Research component of the project.
- c. Consideration of Learning Site Agreement contract to be established between HSU/CSU and the Humboldt Bay Harbor District to cover HSU student intern.
- d. Consideration of the contract with Crowley Tug & Barge for transportation services.
- e. Consideration of Louisiana-Pacific Pulp Mill Access Agreement.
- f. Discussion of potential dredge purchase.

### **12. Administrative and Emergency Permits**

- a. Administrative Permit A-2013-04 to the Humboldt Bay Harbor, Recreation and Conservation District for deck repairs on the Redwood Marine Terminal Berth 2 Dock.

### **13. Adjournment**

7a

**MINUTES (Subject to Approval)  
REGULAR MEETING OF THE BOARD OF COMMISSIONERS  
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT**

**September 12, 2013**

**PRESENT**

Commissioner Newman  
Commissioner Wilson  
Commissioner Marks

**ABSENT**

Commissioner Dale  
Commissioner Higgins

President Wilson called the Executive Closed Session to order at 6:00 P.M.

President Wilson adjourned the Executive Closed Session at 6:50 P.M.

President Wilson called the Regular Meeting of the Board of Commissioners to order at 7:01 P.M.

President Wilson led those present in the Pledge of Allegiance.

President Wilson, in the absence of District Counsel, reported out of the Executive Closed Session as follows: Potential sale of District's boiler located on recently acquired Samoa Pulp Mill site; Chief Executive Officer Annual Evaluation – no action to report.

**PUBLIC COMMENT**

Kent Sawatzky said he attended the California Coastal Commission meeting today where many local issues were discussed.

Commissioner Wilson thanked Mr. Sawatzky for the recommendation of a sign on the conference room doors during Executive Closed Session notifying the public that it was still in session.

**CONSENT CALENDAR**

Commissioner Newman requested Item B removed from the Consent Calendar to be discussed.

Commissioner Wilson requested Item A removed from the Consent Calendar to be discussed.

COMMISSIONER MARKS MOVED FOR APPROVAL OF THE CONSENT CALENDAR WITH ITEMS A AND B REMOVED. COMMISSIONER NEWMAN SECONDED. MOTION CARRIED WITHOUT DISSENT.

Item A: Commissioner Wilson stated he would like to change the February 14, 2013 Minutes on Page Three his comment "an alternative study cannot be done without going through the CEQA process" to "the project cannot be done without going through the CEQA process."

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COMMISSIONER MARKS MOVED FOR APPROVAL OF CONSENT CALENDAR ITEM A WITH CORRECTIONS MADE. COMMISSIONER NEWMAN SECONDED. MOTION CARRIED WITHOUT DISSENT.

Monte Provolt reported Governor Jerry Brown is having the same discussion, that the railroad does not need CEQA.

Item B: Commissioner Newman said under his Commissioner's Report, the second bullet point should read "trollers", not "trawlers."

COMMISSIONER MARKS MOVED FOR APPROVAL OF CONSENT CALENDAR ITEM B WITH CORRECTIONS MADE. COMMISSIONER NEWMAN SECONDED. MOTION CARRIED WITHOUT DISSENT.

## **COMMUNICATIONS AND REPORTS**

### **CHIEF EXECUTIVE OFFICER REPORT**

- ❖ Stated he has primarily been working on pulp mill property activities, such as tours and inspections with LACO Associates, NOAA, the State Water Board, EPA and the Regional Water Quality Control Board.
- ❖ Reported there was good participation and discussion about the railroad at the Economic Development Committee meeting.

### **STAFF REPORTS**

#### Director of Facility Maintenance

- ❖ Said the contents of the tanks at the pulp mill property were confirmed; now CEO can determine what is required to haul the contents off the site; sampled all tanks and is concerned about some of them due to their flat tops and some caving in and retaining water with the rainy season upcoming. Has been putting pumps on some of the roofs to remove water. Stated there was a large debris pile at the site with a lot of loose building materials thrown on top that has been mostly cleaned up, cleaned storm water drains and brush from around a PG&E high-power pole to provide power for the Taylor Mariculture site.
- ❖ Reported PG&E donated three oil water separators to the District, which will be used at the Fields Landing Boat Yard to use for stormwater runoff; will use them for boat runoff as well.

#### Director of Conservation

- ❖ Traveled to Sacramento to the California Shellfish Initiative with Commissioners Dale and Wilson to make a well-received presentation; said there were federal NOAA representatives there, who came to Humboldt Bay for a tour.
- ❖ Stated there is a Coastal Cleanup day on September 21.
- ❖ Reported the Wiyot Tribe Marine Debris Grant they received will clean up some of the old floating dock sections in Humboldt Bay and the Tuluwat Village site.

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Bar Pilot Tim Petrusha

- ❖ Said since Humboldt Bay was recently dredged, there is again a 38-foot draft and restrictions were lifted; stated there is a log ship that should be in Humboldt Bay next week.

Director of Administrative Services

- ❖ Welcomed recently hired District Clerk, Athina Tamagni, and stated Kim Farrell, previous Clerk, will continue to help with Board Minutes for a time.

**COMMISSIONER AND COMMITTEE REPORTS**

Commissioner Newman

- ❖ Reported this has been a great Salmon season.

Commissioner Wilson

- ❖ Said the RFQ for District Planner should be out next week.
- ❖ Attended the California Shellfish Initiative in Sacramento; stated there were representatives from many places including Washington, D.C. and Washington State and it was largely attended.
- ❖ Participated in the NOAA tour on Humboldt Bay.
- ❖ Stated HSU students are studying the pulp mill property as the site for osmotic power and will present a report at the end of the semester.
- ❖ Was on KINS radio *Talk Shop* and spoke about dredging.

Commissioner Marks

- ❖ Chaired the Economic Development Committee meeting where there was a lively discussion about railroad and short-sea shipping's future; reported the next one is on Monday, October 14.
- ❖ Attended an NCRA meeting yesterday.

**NON AGENDA:** None

**UNFINISHED BUSINESS:** None

**NEW BUSINESS**

**A. CONSIDERATION OF PERSONAL SERVICES CONTRACT WITH JIM LUND FOR CONSULTING SERVICES RELATED TO THE PULP MILL PROPERTY.**

CEO said Jim Lund has over 40 years of experience with the Pulp Mill and this Item is for \$60 per hour on an as-needed basis.

Commissioner Marks stated Mr. Lund was the General Manager of the Pulp Mill and has extensive expertise; reported he was always very fair.

COMMISSIONER NEWMAN MOVED FOR APPROVAL OF PERSONAL SERVICES CONTRACT WITH JIM LUND FOR CONSULTING SERVICES RELATED TO THE PULP MILL

PROPERTY. COMMISSIONER MARKS SECONDED. MOTION CARRIED WITHOUT DISSENT.

**B. CONSIDERATION OF APPROVAL OF PERMIT AND AGREEMENT TO OPERATE A BED AND BREAKFAST BUSINESS WITH R. CHARLES (DOBY) AND KIM CLASS, DBA *FIRST CLASS*.**

COMMISSIONER MARKS MOVED FOR APPROVAL OF PERMIT AND AGREEMENT TO OPERATE A BED AND BREAKFAST BUSINESS WITH R. CHARLES (DOBY) AND KIM CLASS, DBA *FIRST CLASS*. COMMISSIONER NEWMAN SECONDED.

Director of Administrative Services stated since the liveaboard fee that the Classes used to pay at the Marina was eliminated, they will pay the \$250 per year the charter boats pay.

Director of Facility Maintenance stated there have been people staying at the bed and breakfast.

MOTION CARRIED WITHOUT DISSENT.

**C. CONSIDERATION OF APPLICATION FOR THE 2013 SALTONSTALL KENNEDY GRANT FOR AQUACULTURE PRE-PERMITTING.**

Adam Wagschal of H.T. Harvey and Associates made a presentation to the Board. Mr. Wagschal reported the grant application is due by September 29; and said while there is no match requirement, offering a match tends to make the application more competitive. Mr. Wagschal said the cost to develop the proposal could be up to \$10,000; said there has not been significant expansion of aquaculture in California in decades and this could demonstrate Humboldt Bay's expansion potential, where there is a lot of interest in this project federally and state-wide.

Commissioner Wilson asked where the \$10,000 would come from in the Budget.

CEO stated it could come out of the pulp mill development since aquaculture pre-permitting is a major component in the master pre-permitting.

Commissioner Wilson reported he would prefer the cost to come from the Consultants category.

Commissioner Newman said he has believes this would be a good project for this grant.

COMMISSIONER NEWMAN MOVED FOR APPROVAL OF APPLICATION FOR THE 2013 SALTONSTALL KENNEDRY GRANT FOR AQUACULTURE PRE-PERMITTING.  
COMMISSIONER MARKS SECONDED.

Kent Sawatzky asked if the \$10,000 would be reimbursed if the grant was awarded.  
Commissioner Wilson stated it would not, but the data could be useful for the rest of California as well.

Sebastian Elrite of Aqua-Rodeo Farms reported this would be a good grant to apply for to see if funds are available for this type of study.

MOTION CARRIED WITHOUT DISSENT.

**D. CONSIDERATION OF APPROVAL OF LEASE FOR REAL PROPERTY WITH THE US GOVERNMENT ARMY CORPS OF ENGINEERS FOR OFFICE SPACE ON WOODLEY ISLAND.**

Bar Pilot Tim Petrusha said this Item is for a five-year renewal with a 2.5% raise per year.

COMMISSIONER NEWMAN MOVED FOR APPROVAL OF LEASE FOR REAL PROPERTY WITH THE US GOVERNMENT ARMY CORPS OF ENGINEERS FOR OFFICE SPACE ON WOODLEY ISLAND. COMMISSIONER MARKS SECONDED. MOTION CARRIED WITHOUT DISSENT.

**E. DISCUSSION AND DECISIONS ON THE PULP MILL PROPERTY CLEAN-UP ACTIVITIES AND SHORT-TERM COST APPROVAL.**

CEO stated more funds are needed for debris removal and other issues such as stormwater, safety equipment, chemical testing and shipping, electrical and boiler gas; reported he is pretty confident EPA funds will come in.

Commissioner Newman said he has been impressed on the good start at the pulp mill.

Commissioner Marks stated a quick sale on the boiler would be nice; reported while the Pulp Mill does look better after the cleanup that has been done, it does still need more.

COMMISSIONER NEWMAN MOVED FOR APPROVAL OF CLEAN-UP ACTIVITIES AND SHORT-TERM COST APPROVAL OF THE PULP MILL PROPERTY. COMMISSIONER MARKS SECONDED.

Susan Penn asked if the current cash report includes dredge money. CEO said it does.

Director of Administrative Services reported between the dredging and float replacement accounts, the total is about \$190,000.

CEO said the Motion is to approval \$31,000 for debris removal.

MOTION CARRIED WITHOUT DISSENT.

**ADMINISTRATIVE AND EMERGENCY PERMITS**

Director of Conservation stated there was one Administrative Permit issued to Sequoia X for Hog Island Oyster Company to sub-lease the dock Sequoia X leases from the District; reported this

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project will remove deteriorating deck and replace it. Mr. Berman said this project is exempt from CEQA since there is an existing dock.

Commissioner Newman reported it is good to see the dock getting fixed.

President Wilson adjourned the Regular Meeting of the Board of Commissioners at 8:22 P.M.

APPROVED BY:

RECORDED BY:

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Patrick Higgins  
Secretary

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Kim Farrell  
Clerk



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**MINUTES (Subject to Approval)  
REGULAR MEETING OF THE BOARD OF COMMISSIONERS  
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT**

**September 26, 2013**

**PRESENT**

Commissioner Newman  
Commissioner Dale  
Commissioner Wilson  
Commissioner Marks  
Commissioner Higgins

President Wilson called the Executive Closed Session to order at 6:00 P.M.

President Wilson adjourned the Executive Closed Session at 7:05 P.M.

President Wilson called the Regular Meeting of the Board of Commissioners to order at 7:11 P.M.

President Wilson asked Ryan Wells to lead those present in the Pledge of Allegiance.

District Counsel reported out of the Executive Closed Session as follows: Discussion of Freshwater Tissue Company's Reciprocal Easement Agreement and terms of Purchase and Sale Agreement and Louisiana-Pacific Company's Tolling Agreement; Chief Executive Officer Annual Evaluation – no action to report.

**PUBLIC COMMENT:** None

**CONSENT CALENDAR**

COMMISSIONER MARKS MOVED FOR APPROVAL OF THE CONSENT CALENDAR.  
COMMISSIONER HIGGINS SECONDED. MOTION CARRIED WITHOUT DISSENT.

**COMMUNICATIONS AND REPORTS**

**CHIEF EXECUTIVE OFFICER REPORT**

- ❖ Said the Pulp Mill site's name is now Redwood Terminal 2; EPA is on site and have been taking samples of chemicals for testing. Stated calls have been made to other pulp mills to see if they had use for the liquors. Reported some tanks are at or near capacity and there are some leaks, so temporary storage tanks are being brought in; Phase One is to remove all liquors, which has been declared an emergency; Phase Two is to remove solid hazardous waste and demolish tanks. Security at the site has been increased.
- ❖ Has been working with the City of Eureka on the purchase of a dredge; City Staff will ask the City Council on October 3 for a letter of intent. Stated the dredge will be available to private dock owners as well.
- ❖ Has been talking to Leroy Zerlang about a possible lease at the Fields Landing Boat Yard.

**STAFF REPORTS**

Director of Facility Maintenance

- ❖ Has been doing sampling at Redwood Terminal 2 with EPA; commended CEO for the way the project is progressing.

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- ❖ Has been working at the Fields Landing Boat Yard on a stormwater recovery system.
- ❖ Reported internet service at Redwood Terminal 2 may come from a surveillance grant.

Bar Pilot John Powell

- ❖ Has been working with Director of Facility Maintenance on documenting inventory at Redwood Terminal 2.
- ❖ Said a log ship left Humboldt Bay this week; stated it is the first ship since the new tariff went into effect.
- ❖ Assisted in a water rescue of a lady who fell out of her kayak with no life vest and could not get back into her boat.
- ❖ Reported the PORTS units are experiencing trouble.

Director of Conservation

- ❖ Said a Coastal Cleanup Day took place this past Saturday.
- ❖ Stated the grant application for aquaculture pre-permitting Adam Wagschal with H.T. Harvey has been working on will be turned in tomorrow.

Director of Administrative Services

- ❖ Reported the first round of dock electrical billing went out; billed \$3,000 for two weeks.
- ❖ Said there are currently 39 open slips in the Marina and currently in a transition period with the summer tenants leaving.
- ❖ Stated the RFP for District Planner is now on the District's website.

**DISTRICT COUNSEL REPORT: None**

**COMMISSIONER AND COMMITTEE REPORTS**

Commissioner Newman

- ❖ Attended a Harbor Safety meeting.
- ❖ Attended a meeting in Idaho as the California advisor for federal fisheries and funding.
- ❖ Asked if there would be any Commissioner involvement at the PCC Conference that will take place in Eureka, October 8-10.

Commissioner Dale

- ❖ Apologized for missing the last Meeting due to being in Washington, D.C.; is grateful this area has a Harbor District.
- ❖ Met with EPA regarding Redwood Terminal 2.

Commissioner Marks

- ❖ Reported softball season is ending.
- ❖ Attended a Harbor Working Group meeting where Leroy Zerlang was the guest speaker talking about tugboat history, the *Madaket*, and stories from the Bay.
- ❖ Met EPA at Redwood Terminal Two; said it will be great when it is cleaned up.

Commissioner Higgins

- ❖ Stated it is good to be back from traveling.
- ❖ Reported the last Economic Development Committee meeting was productive with discussion about the railroad's feasibility; said the next meeting will be about aquaculture.

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- ❖ Said Pacific Halibut fishing will be closed in 2014; HASA members are encouraging those concerned to comment.
- ❖ Will be diving in the lower Eel River to observe Salmon.

**NON AGENDA:** None

**UNFINISHED BUSINESS:** None

**NEW BUSINESS**

**A. CONSIDERATION OF CONTRACT WITH SHN CONSULTING ENGINEERS AND GEOLOGISTS, INC. FOR A FEASIBILITY STUDY FOR THE BENEFICIAL REUSE OF DREDGED MATERIALS FOR TIDAL MARSH RESTORATION AND SEA LEVEL RISE ADAPTATION IN HUMBOLDT BAY.**

COMMISSIONER DALE MOVED FOR APPROVAL OF CONTRACT WITH SHN CONSULTING ENGINEERS AND GEOLOGISTS, INC. FOR A FEASIBILITY STUDY FOR THE BENEFICIAL REUSE OF DREDGED MATERIALS FOR TIDAL MARSH RESTORATION AND SEA LEVEL RISE ADAPTATION IN HUMBOLDT BAY. COMMISSIONER MARKS SECONDED.

Director of Conservation stated this Item will be funded with a grant from the California Coastal Conservancy. Mr. Berman reported the District received three proposals, which he scored with Commissioner Wilson and Joel Gerwein of the Coastal Conservancy; planning to convene a Sediment Working Group with agencies such as the Humboldt Baykeeper and the City of Eureka.

Commissioner Higgins said CalTrans may be interested in participating and he would like to be on the Committee when it forms. Director of Conservation said he would invite them.

MOTION CARRIED WITHOUT DISSENT.

**B. CONSIDERATION OF TIDELAND LEASE AGREEMENT WITH HOG ISLAND OYSTER COMPANY.**

COMMISSIONER HIGGINS MOVED FOR APPROVAL OF TIDELAND LEASE AGREEMENT WITH HOG ISLAND OYSTER COMPANY. COMMISSIONER DALE SECONDED.

Director of Conservation said this lease is based on the \$5,000 per acre discussed at a previous Meeting.

District Counsel stated in the current version, there is no personal guarantee clause included, which had been in previous drafts.

Director of Conservation reported he does not know how that guarantee got removed from this version and although he does not think it will be a problem, he would rather check with Hog Island Oyster Company before changing it.

COMMISSIONER HIGGINS AMENDED HIS MOTION TO APPROVE THE TIDELAND LEASE AGREEMENT WITH HOG ISLAND OYSTER COMPANY WITH CONDITION OF PERSONAL GUARANTEE. COMMISSIONER DALE SECONDED.

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District Counsel said if Hog Island Oyster Company does not want the agreement changed, it can come back before the Board.

MOTION CARRIED WITHOUT DISSENT.

**C. CONSIDERATION OF SITE LEASE WITH OPTION AND T-MOBILE WEST LLC TO INSTALL A CELL TOWER AT FIELDS LANDING BOAT YARD.**

COMMISSIONER HIGGINS MOVED FOR APPROVAL OF SITE LEASE WITH OPTION AND T-MOBILE WEST LLC TO INSTALL A CELL TOWER AT FIELDS LANDING BOAT YARD. COMMISSIONER MARKS SECONDED.

Commissioner Wilson stated this Item has been discussed at previous Meetings.

Commissioner Higgins reported it is a good source of revenue for the District.

MOTION CARRIED WITHOUT DISSENT.

**D. CONSIDERATION OF APPROVAL OF TRAVEL EXPENSES FOR DISTRICT BOOKKEEPER TO ATTEND THE CALPERS EDUCATIONAL FORUM 2013 IN SAN JOSE, CA, OCTOBER 21-23, 2013.**

COMMISSIONER DALE MOVED FOR APPROVAL OF TRAVEL EXPENSES FOR DISTRICT BOOKKEEPER TO ATTEND THE CALPERS EDUCATIONAL FORUM 2013 IN SAN JOSE, CA, OCTOBER 21-23. COMMISSIONER NEWMAN SECONDED.

Director of Administrative Services said it is important to ensure the Bookkeeper is up to date on current laws and benefits and there have been many CalPERS payroll changes.

MOTION CARRIED WITHOUT DISSENT.

**ADMINISTRATIVE AND EMERGENCY PERMITS:** None

President Wilson adjourned the Regular Meeting of the Board of Commissioners at 8:09 P.M.

APPROVED BY:

RECORDED BY:

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Patrick Higgins  
Secretary

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Kim Farrell  
Clerk

11a

## Humboldt Bay Harbor Infrastructure and Economic Adaptation Ad hoc Committee

- Starting with the entities that have land use authority in and/or within a mile of Humboldt Bay. (County, Harbor, Eureka, Arcata, Wiyot)
  
- No scheduled meetings to begin until after District's Economic Development Committee is done and report is filed, early 2014.
  
- HBHRCD will fund, facilitate and be responsible for documentation (committing a \$5,000 budget for FY 2013/14).
  
- Have some time to review each others recent past and existing harbor plans, studies, projects and planning processes.
  
- Committee to possibly make recommendations for short term prioritizing of at least three coordinated action items for implementing actions such as:
  - ❖ coordination between agencies
  - ❖ harbor infrastructure projects
  - ❖ maritime planned use development
  - ❖ maritime based economic development
  - ❖ land use (zoning) changes
  - ❖ agency, HSU and student research projects
  - ❖ longer term planning processes
  - ❖ dissemination of information
  - ❖ continued public process
  
- Product: Draft and final technical memo outlining results and recommendations to be reviewed and commented as part of a public process determined by the committee.

11b

## AGENDA REPORT

**For Agenda of:** October 24, 2013

**Title: 11-b - Spartina Eradication Project Contracts:**

1. Consideration of entering into a contract with H.T. Harvey and Associates to assist with permitting and monitoring associated with the Spartina Eradication Project.
2. Consideration of entering into a contract with Friends of the Dunes to complete this year's Seed Bank Research component of the Spartina Eradication Program; and
3. Consideration of entering into a contract with Ransom Seed Laboratory Inc. for analysis of seed samples associated with the Spartina Eradication Program.

**Place on Agenda:** New Business

**Summary of the Issue:**

**Permitting and Biological Monitoring Services**

Coastal Conservancy and Harbor District staff are working on permit applications to expand the Spartina effort outside of the federal Refuge lands on the Bay. The coastal development permit from the Coastal Commission is the most involved of these efforts. The Conservancy grant anticipated the need to contract for assistance in completing these permits. H.T. Harvey and Associates was hired by the Conservancy to develop the EIR for the project, and the Conservancy is requesting that we hire them to assist with this phase, based on their familiarity and expertise with the project. They will assist in completing permit applications, responding to Coastal Commission requests for additional information, and developing and implementing the biological monitoring components called for in the EIR.

Staff recommends review and approval of the proposed Contract for Services with H.T. Harvey and Associates to assist the District and Conservancy with completing the remaining permitting, and with the associated biological monitoring. The proposed contract amount is not

to exceed \$10,000, based on the approved grant budget with the Conservancy.

### **Seed Bank Research**

One of the ongoing research projects associated with the Spartina program is an investigation of the density, and the longevity, of the Spartina seedbank. Soil samples are collected from designated sites around Humboldt Bay, and cleaned and sorted to count and collect Spartina seeds. A subset of the collected seeds is supplied to a nursery/laboratory to assess their germination rate. This research has been conducted in prior years with the same staff and lab, and funding for this year's research is included in our current grant from the Coastal Conservancy.

There are two agreements related to this project: A cooperative agreement with the Friends of the Dunes, as they will employ the technicians and bill the District for the effort, and a contract with Ransom Seed Laboratory Inc. The field component is expected to cost \$17,250 and the laboratory work \$5,000.

Directly hiring the technicians as contractors was infeasible as they cannot meet the District's standard insurance requirements. Hiring them through USFWS also presents difficult and slow contracting challenges. Friends of the Dunes presents a way through this bureaucratic difficulty. Due to the ongoing nature of the work, and the expertise of the USFWS technicians and this particular lab, staff does not see an effective way to put this project out to bid, and the Conservancy concurs.

### **Fiscal Impacts:**

All three of these contracts are fully funded through our current grant agreement from the California Coastal Conservancy.

### **Staff recommends that the Board of Commissioners:**

**Approve** the following contracts:

Consideration of entering into a contract with H.T. Harvey and Associates to assist with permitting and monitoring associated with the Spartina Eradication Project.

Consideration of entering into a contract with Friends of the Dunes to complete this year's Seed Bank Research component of the Spartina Eradication Program; and

Consideration of entering into a contract with Ransom Seed Laboratory Inc. for analysis of seed samples associated with the Spartina Eradication Program.





11b.1

**AGREEMENT FOR  
ECOLOGICAL CONSULTING  
SERVICES**

**PROJECT NAME:** Humboldt Bay Spartina Densiflora Management Services  
**PROJECT NUMBER:** 3192-03

This agreement for professional services is made on October 24, 2013 by and between Humboldt Bay Harbor, Recreation and Conservation District (referred to as "Client") and the firm of **H. T. Harvey & Associates**, ecological consultants, (hereinafter referred to as "Consultant").

**SCOPE OF WORK:**

On an as needed basis, Consultant will assist the Client with tasks related to implementation of the Humboldt Bay Regional Spartina Eradication Plan. Tasks may include, but are not limited to, assistance with regulatory permitting, biological surveys and database management.

**CLIENT AGREES TO SUPPLY THE FOLLOWING MATERIALS AND/OR SERVICES:**

None

**TIME OF PERFORMANCE**

The period of this study shall run from October 25, 2013 to October 24, 2015.

**COMPENSATION**

Fees for services to be performed hereunder shall not exceed \$ 10,000.

Billings for personnel time will be based on the attached hourly fee schedule.

Direct expenses (mileage, per diem, reproductions, etc.) in connection with this project shall be reimbursed as per the attached fee schedule.

**STANDARD TERMS AND CONDITIONS**

The following are standard contract terms and conditions which will be part of our agreement.

**APPLICABLE LAWS.** Consultant is obligated by professional codes of ethics and applicable laws to report observed violations of federal, state, and local codes for protection of natural resources and the environment.

**USE OF INFORMATION.** Upon completion of the project, Consultant retains the right to use relevant information gathered during this project investigation on further projects. Consultant further retains the right to use illustrations, charts, graphs, maps and other visual materials developed in connection with this project investigation, but will omit references to Client's name.

**ADVERTISING.** Consultant has the right to reference this project and Client's name when preparing literature, proposals and conducting interviews for obtaining future consulting jobs.

**SUBCONSULTANTS.** Consultant may employ or subcontract to other qualified personnel such portions of the work required by Client as Consultant deems necessary.

**ADDITIONAL WORK.** This contract may be modified by mutual consent of the Consultant and Client to add work. Any modifications of the scope will necessitate renegotiation of the contract. Client agrees to reimburse Consultant for any additional hours for requested extra work (tasks) not described in the attached scope of work at applicable Hourly Fee Schedule rate.

**STOP WORK.** Services under this agreement shall terminate fifteen 15 days after Consultant's receipt of written notification from Client. Reasonable expenses for stopping work shall be paid by Client. Consultant may terminate this agreement by providing Client with fifteen (15) days written notice.

**FINAL REPORTS.** Consultant agrees to supply Client with at least one copy of report containing the information and materials submitted by the Consultant.

**TERMS.** Terms of payment of all invoices shall be net thirty (30) days after invoice date.

**DISCOUNT.** A discount of 1.5% is allowed if payment is made within ten (10) days of invoice date.

**LATE PAYMENT.** Consultant invoices not paid by Client within 30 days of date of invoice will be subject to a 1.0% per month late charge on the unpaid balance.

**NON-PAYMENT.** Consultant may discontinue work and terminate this agreement after 30 days of non-payment of invoices by Client of fees and expenses billed by Consultant. Client agrees to waive and release any claims for any delay or claims of damage resulting from such suspension or termination.

**CONTINGENCIES.** All agreements in this contract are contingent upon normal availability of goods and services. Delays beyond the reasonable control of the Consultant or Client shall be a valid reason for adjustments.

**HOLD HARMLESS.** Client agrees to hold Consultant harmless from any liability, suit, cause of action, or other legal proceedings as a result of Client's actions, omissions to act or wrongful conduct in connection with the performance of this agreement.

**SEVERABILITY.** If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**INDEPENDENT CONSULTANT.** Consultant shall at all times be an independent Consultant and not the agent, partner or representative of Client.

**ARBITRATION.** Client and Consultant agree to submit all disputes regarding this agreement, except with respect to Consultant's compensation and the collection thereof, to arbitration in San Jose, California pursuant to the commercial rules of the American Arbitration Association. The prevailing party in any arbitration or legal proceedings shall be entitled to recover its reasonable costs and attorneys' fees.

**PURPOSE OF REPORT.** Consultant's report shall be used by Client only in connection with the project.

**ADDITIONAL TERMS AND CONDITIONS**

This scope of services does include attendance at meetings, workshops or hearings.

**AGREED TO BY:**

**CLIENT**

**CONSULTANT**

\_\_\_\_\_  
Company

**H.T. Harvey & Associates**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date



**H. T. HARVEY & ASSOCIATES**  
**ECOLOGICAL CONSULTANTS**

## Professional Fees

*Fees Effective January 1, 2013*

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<b>Personnel Classification</b>	<b>Hourly Billing Rate</b>
Principal	\$ 215 – 247
Senior Associate Ecologist	\$ 194
Associate Ecologist	\$ 179
Senior Ecologist 2	\$ 163
Senior Ecologist 1	\$ 147
Ecologist 2	\$ 131
Ecologist 1	\$ 116
Field Biologist 2	\$ 100
Field Biologist 1	\$ 84
GIS Specialist	\$ 105
Technical Editor	\$ 100
Administrative Support	\$ 80
Clerical Support	\$ 65
Deposition and Testimony	Two times standard
<b>Subcontractual Consultants</b>	Cost plus 10%
<b>Direct Expenses</b>	Cost plus 10%
Transportation	Current IRS Federal Standard Mileage Rate <i>(56.5¢ / mile as of January 2013)</i>
Travel (Cost plus 10%)	~ \$177/day <i>(based on federal per diem rate)</i>
Field Equipment Operation	Variable

---

11b.2

## **CONTRACT AGREEMENT WITH FRIENDS OF THE DUNES FOR SERVICES IN THE SPARTINA ERADICATION PROGRAM**

**THIS AGREEMENT, MADE THIS 24th DAY OF October 2013**, by and between the Humboldt Bay Harbor, Recreation and Conservation District, P.O. Box 1030 Eureka, CA 95502-1030 hereinafter called the "**DISTRICT**" and **Friends of the Dunes**, a California non-profit corporation with Taxpayer ID # XX-XXXXXXX located at PO Box 186 Arcata CA 95518, hereinafter called "**CONTRACTOR**."

**WITNESSETH:** That the **CONTRACTOR** has the experience, technical expertise and project information necessary to perform the attached Scope of Work (Attachment A to this agreement) for *Spartina densiflora* seed bank research.

That for and in consideration of payments and agreements hereinafter mentioned:

1. **CONTRACTOR** will employ technicians to perform the services described in the attached Scope of Work.
2. **CONTRACTOR** agrees to perform the work for an hourly rate of \$18/hr, up to a total of 833.3 hours, or \$15,000. With a 15% overhead charge, the total contract amount is not to exceed \$17,250. This amount can only be supplemented through mutual signed agreement of **DISTRICT** and **CONTRACTOR**.
3. The terms of this contract may only be amended in writing by mutual agreement of both parties. The **DISTRICT** may terminate the contract upon giving thirty (30) days written notice to the contractor. In the case of early termination, a final payment will be made to the contractor upon receipt of an invoice covering costs incurred up to the issuance of the notice of termination, based on the portion of work completed.
4. **DISTRICT** will make payment within thirty (30) days of acceptance of monthly invoices.
5. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
6. **CONTRACTOR** shall be responsible for the proper handling, control and disposal of any hazardous materials or waste that may be discovered, generated or utilized in the performance of the contract.

7. **CONTRACTOR** shall be responsible for all injuries or deaths to persons and all damage to property of **DISTRICT** or others caused by or resulting from the negligence of **CONTRACTOR**, its employees, agents, or subcontractors during the progress of or connected with rendition of services herein rendered.  
**CONTRACTOR AND DISTRICT** shall defend and hold harmless and indemnify each other and all their officers and employees from all costs and payments for damages for injures or deaths arising out of their respective negligence.
8. **CONTRACTOR** shall perform work in a professional manner and shall be responsible and accountable for the accuracy, completeness, clarity, and adequacy of the work.
9. With respect to operations performed under or incident to this agreement, **CONTRACTOR** agrees to obtain and maintain the following insurance with coverages listed below:
  - a. Workers' Compensation insurance meeting statutory limits and employer's liability insurance in an amount not less than \$1,000,000 for all employees engaged in this Project:
  - b. Professional and General liability insurance that provides protection for claims which may arise out of or result from operations under this agreement. Liability insurance coverages shall be not less than a single limit coverage of \$1,000,000;
  - c. All insurance certificates shall list **DISTRICT** as additionally insured and include an Endorsement

Any and all deductible amounts are the responsibility of the **CONTRACTOR**.

10. No project work can be performed until the **CONTRACTOR** has received an executed copy of this Agreement.
11. The **CONTRACTOR** shall comply with all applicable state laws, rules, regulations and local ordinances specifically including but not limited to environmental, procurement and safety laws, rules, regulations and ordinances. As may be necessary, the Contractor shall be responsible for obtaining the services of appropriately licensed professionals to comply with the applicable requirements of the Business and Professions Code.
12. If the **CONTRACTOR** fails to perform in accordance with the provisions of this Agreement, the **DISTRICT** retains the right, at its sole discretion, to delay, interrupt or suspend the work for which the contract monies are supplied.

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

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

\_\_\_\_\_  
**MIKE WILSON, President**

**ATTEST:**

\_\_\_\_\_  
**PATRICK HIGGINS, Secretary**

**Contractor**

\_\_\_\_\_  
Carol Vander Meer, Executive Director  
Friends of the Dunes  
PO Box 186 Arcata CA 95518

\_\_\_\_\_  
**Witness**



**SCOPE OF WORK**  
*Spartina* Seedbank Research  
October 17, 2013

**1. PURPOSE:** The Friends of the Dunes will carry out research on the longevity of *Spartina* seedbank. Technicians on the project will work in coordination with the Humboldt Bay National Wildlife Refuge Ecologist.

**2. PERIOD OF PERFORMANCE:**

The project will begin on or after October 24, 2013 and will be completed by May 30, 2014.

**3. COMPENSATION**

The District will reimburse the Friends of the Dunes for up to 833.3 hours of work at the rate of \$18/hour, for a total of \$15,000.00 in direct costs. With the Friends of the Dunes standard overhead rate of 15%, the total contract amount will be \$17,250. All necessary equipment will be provided by Humboldt Bay National Wildlife Refuge. Work hours may be determined by weather and tides.

**2. METHODS**

**LOCATION.**

Five salt marsh sites around Humboldt Bay were selected to test the *Spartina densiflora* seedbank: Jacoby Creek, South Spit, Elk River, Woodley Island, and Mad River Slough Island. All necessary CEQA and permitting requirements have been met. The sites were selected based on accessibility and absence of previous *Spartina* control activities, with an attempt to balance mainland and island sites and to represent the entire bay geographically. A grid overlay with a random start was used to systematically select 20 meter-square plots in each site for a total of 100 plots. Between Prior to *Spartina* seed set in 2010, all plots were visited and percent cover of each species present was recorded. Hand clippers were used to clip *Spartina* down to the ground in a 30 cm x 30 cm (12 in x 12 in) subplot in the center of the meter-square plot. A fine mesh screen was installed over the surface of the subplot and secured by gently pushing the edges of the screen into the soil with the pull saw. The mesh size was small enough to exclude any contamination of seeds from outside of the plot.

**SAMPLE COLLECTION**

The collection proceeds site by site. The metal staples and screens are pulled up to expose the plot. Any new growth of vegetation is cut back to ground level to avoid lifting of the screens over time. In each plot, a 4-cm-deep sample with a surface area of 10 cm<sup>2</sup> is cut into of the plot using a pull saw, and extricated by a garden spade. Each sample is then placed into a clearly labeled gallon Ziploc bag and the screen with staples are replaced into the ground. After sample collection, the screen and staples are replaced, with the

intention of sampling adjacent areas in future years to determine longevity of the seedbank.

#### SIEVING

All samples are placed into the refrigerator to avoid molding and loss of viability while the sieving process was conducted. One sample at a time is taken out of the refrigerator and placed into a bucket. In the bucket the soil sample is aggressively agitated by the use of a garden hose with attached nozzle. To assure the full disintegration of clay and mud particles samples are also broken by hand in the buckets. Once the sample is thoroughly broken into small size fragments it is poured through a series of three sieves (4.75 mm, 2 mm, 1 mm), and rinsed again with the hose. The sample is then processed. Starting with the top sieve, the contractor places small portions of the sample on a plate and adds water. Two tweezers are used to separate vegetative material and locate seeds. All whole seeds found are placed on a damp paper towel and placed into a small 2.5-cm<sup>2</sup> (1 in<sup>2</sup>) Ziplock bag, clearly labeled with individual plot number, stratum, number of seeds, and site name and placed back into the refrigerator. All samples from a site are then shipped overnight to Ransom Seed Laboratory in Carpinteria, California (shipping costs provided by Humboldt Bay National Wildlife Refuge). Some seeds may already be germinating when they are extracted from the sample. The number of germinated seeds is noted, and these are sent to the labs with the others. During the sieving process, broken and empty seeds are discarded.

The research and all associated data collection and reports shall be done consistent with prior years work so that the results are fully consistent and comparable between years.

11b.3

## **AGREEMENT FOR CONTRACTOR SERVICES IN THE SPARTINA ERADICATION PROGRAM**

**THIS AGREEMENT, MADE THIS 24th DAY OF October 2013**, by and between the Humboldt Bay Harbor, Recreation and Conservation District, P.O. Box 1030 Eureka, CA 95502-1030 hereinafter called the "**DISTRICT**" and **Ransom Seed Laboratory, Inc.**, a California 'S' corporation with EIN # 20-151-3927 located at PO Box 300 Carpinteria, CA 93014, hereinafter called "**CONTRACTOR**."

**WITNESSETH:** That the **CONTRACTOR** has the experience, technical expertise and project information necessary to perform the attached Scope of Work (Attachment A to this agreement) for the analysis of the viability and germination of *Spartina densiflora* seeds.

That for and in consideration of payments and agreements hereinafter mentioned:

1. **CONTRACTOR** will perform the services described in the attached Scope of Work.
2. **CONTRACTOR** agrees to perform the work on a unit basis of \$42 per unit, up to a total not to exceed 119 samples, up to a total value of \$4,998. This amount can only be supplemented through mutual signed agreement of **DISTRICT** and **CONTRACTOR**.
3. The terms of this contract may only be amended in writing by mutual agreement of both parties. The **DISTRICT** may terminate the contract upon giving thirty (30) days written notice to the contractor. In the case of early termination, a final payment will be made to the contractor upon receipt of an invoice covering costs incurred up to the issuance of the notice of termination, based on the portion of work completed.
4. **DISTRICT** will make payment within thirty (30) days of acceptance of monthly invoices.
5. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
6. **CONTRACTOR** shall be responsible for the proper handling, control and disposal of any hazardous materials or waste that may be discovered, generated or utilized in the performance of the contract.

7. **CONTRACTOR** shall be responsible for all injuries or deaths to persons and all damage to property of **DISTRICT** or others caused by or resulting from the negligence of **CONTRACTOR**, its employees, agents, or subcontractors during the progress of or connected with rendition of services herein rendered.  
**CONTRACTOR AND DISTRICT** shall defend and hold harmless and indemnify each other and all their officers and employees from all costs and payments for damages for injures or deaths arising out of their respective negligence.
8. **CONTRACTOR** shall perform work in a professional manner and shall be responsible and accountable for the accuracy, completeness, clarity, and adequacy of the work.
9. With respect to operations performed under or incident to this agreement, **CONTRACTOR** agrees to obtain and maintain the following insurance with coverages listed below:
  - a. Workers' Compensation insurance meeting statutory limits and employer's liability insurance in an amount not less than \$1,000,000 for all employees engaged in this Project:
  - b. Professional and General liability insurance that provides protection for claims which may arise out of or result from operations under this agreement. Liability insurance coverages shall be not less than a single limit coverage of \$1,000.000;
  - c. All insurance certificates shall list **DISTRICT** as additionally insured and include an Endorsement

Any and all deductible amounts are the responsibility of the **CONTRACTOR**.

10. No project work can be performed until the **CONTRACTOR** has received an executed copy of this Agreement.
11. The **CONTRACTOR** shall comply with all applicable state laws, rules, regulations and local ordinances specifically including but not limited to environmental, procurement and safety laws, rules, regulations and ordinances. As may be necessary, the Contractor shall be responsible for obtaining the services of appropriately licensed professionals to comply with the applicable requirements of the Business and Professions Code.
12. If the **CONTRACTOR** fails to perform in accordance with the provisions of this Agreement, the **DISTRICT** retains the right, at its sole discretion, to delay, interrupt or suspend the work for which the contract monies are supplied.

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

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

\_\_\_\_\_  
**MIKE WILSON, President**

**ATTEST:**

\_\_\_\_\_  
**PATRICK HIGGINS, Secretary**

**Contractor**

\_\_\_\_\_  
Aleta Meyr, Owner,  
Ransom Seed Laboratory, Inc.,  
PO Box 300 Carpinteria, CA 93014

\_\_\_\_\_  
**Witness**

**SCOPE OF WORK**  
*Spartina Seed Testing*  
October 17, 2013

**Contractor:**

Ransom Seed Laboratory, Inc.  
PO Box 300  
Carpinteria, CA 93014  
Contact: Justine Meyr or Aleta Meyr, 805 684-3427  
Email: ransoms1@silcom.com

**1. SCOPE:** The contractor will test for germination and/or viability on seeds from 119 samples of seeds that were extracted from the seed bank at different sites around Humboldt Bay. Seeds will be provided by Humboldt Bay National Wildlife Refuge. Results will be provided by contractor as % germination (based on germination attempts) or/or viability (based on TZ tests) per sample, in electronic form to [andrea\\_pickart@fws.gov](mailto:andrea_pickart@fws.gov) and [dberman@humboldtbay.org](mailto:dberman@humboldtbay.org).

**2. PERIOD OF PERFORMANCE/INVOICING:**

The project will begin in November 2013, and will be completed by June 30, 2014. Payment will be upon delivery of results. Payment can be made upon invoicing for partial results, but total payment will not exceed \$5,000.00

**3. BUDGET:**

119 samples at \$42.00 per sample for a total of \$4,998.00



# HUMBOLDT STATE UNIVERSITY

11c

Thursday, September 12, 2013

Attn: Jack Crider, CEO  
Humboldt Bay Harbor District  
601 Startare Dr  
Eureka, CA 95501

SUBJECT: Learning Site Agreement #2013-071

Dear Jack,

Greetings! Please find the enclosed Humboldt State University Learning Site Agreement, which was prepared at the request of our HSU School of Business Internship Coordinator, Dawn Elsbree, as she wishes to place students as Academic Interns with your agency/business so that they may obtain practical experience. This contract, once fully executed, will position Humboldt Bay Harbor District for HSU student placements from Academic Internships (or Service Learning courses) with your agency or business for the contract's five year term.

If you find the HSU Learning Site Agreement acceptable, please return the signed, original "wet ink" contract, along with one completed Site Self-Assessment Form for each site under your organization at which HSU students may serve. **Please send the ORIGINAL, signed document by postal mail to the following address:**

**Humboldt State University  
Attn: Center for Service Learning & Academic Internships, GH 122  
1 Harpst St.  
Arcata, CA 95521**

If you have any questions about the Learning Site Agreement or Self-Assessment Form, please feel free to contact me. Thank you for your willingness to work with the University, and the School of Business in particular. Your participation will be a great benefit to the Department's instructional program.

Yours in Service,

***Stacy Becker***

Community Partner Coordinator  
HSU Center for Service Learning & Academic Internships  
(707) 826-4963 ▪ [spb1@humboldt.edu](mailto:spb1@humboldt.edu)

This agreement (“Agreement”) is between the Trustees of the California State University on behalf of **California State University, Humboldt State University (“University”)** and **Humboldt Bay Harbor District (“Learning Site”)**. In consideration of the mutual promises set forth below, the University and Learning Site (“parties”) agree as follows:

### **I. Learning Site’s Responsibilities**

- A. Identify the student’s supervisor. The supervisor agrees to meet with the student regularly to facilitate the student’s learning experience, provide support, review progress on assigned tasks, verify service hours and give feedback.
- B. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the Learning Site’s operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where students check-in and how they log their time.
- C. Provide student with a written description of the student’s tasks and responsibilities.
- D. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with the Learning Site’s clients.
- E. Inform student of the need for a background check, fingerprinting and/or a tuberculosis test (if required); obtain the student’s fingerprints, background check and/or tuberculosis test; and maintain the confidentiality of any results as required by federal and state law.
- F. Evaluate the student if requested by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.
- G. Notify the University as soon as is reasonably possible of any injury or illness to a student participating in a learning activity at the Learning Site.

### **II. University’s Responsibilities**

- A. The University will advise the student(s) of their responsibility to:
  - 1. Participate in all training required by the Learning Site.
  - 2. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
  - 3. Complete all assigned tasks and responsibilities in a timely and efficient manner.
  - 4. Abide by the Learning Site’s rules and standards of conduct.
  - 5. Maintain the confidentiality of the Learning Site’s proprietary information, records and information concerning its clients.
- B. The University will advise student that neither the University nor the Learning Site assumes any financial responsibility in the event he/she is injured or becomes ill as a result of his/her participation in a learning activity at the Learning Site.
- C. Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.



**III. General Provisions**

- A. This Agreement will become effective as of the date last written below and continue for a period of 5 years unless terminated by either party after giving the other party 30 days written notice of the intent to terminate. If the Learning Site terminates this Agreement, it will permit any student working at the Learning Site at the time of termination to complete his/her work. At the 5 year termination date the agreement can be renewed once it has been reviewed, updated as applicable and executed by the appropriate parties.
- B. The Learning Site and the University agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.
- C. Each party agrees to maintain general liability coverage of at least \$2,000,000 per occurrence, \$4,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.
- D. The Learning Site and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
- E. The Learning Site may dismiss a student if the student violates its standards, mission or goals. The Learning Site will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.
- F. Students participating in a learning activity at the Learning Site are not officers, employees, agents or volunteers of the University.
- G. Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.
- H. This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.
- I. Any notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

**HUMBOLDT STATE UNIVERSITY:**

Mike Burghart  
Interim Director, Risk Management  
(707) 826-5746  
[msb39@humboldt.edu](mailto:msb39@humboldt.edu)

**HUMBOLDT BAY HARBOR DISTRICT:**

Jack Crider  
CEO  
707-443-0801  
[jcrider@portofhumboldt.org](mailto:jcrider@portofhumboldt.org)

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date last written below.

**HUMBOLDT STATE UNIVERSITY:**

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

\_\_\_\_\_  
Printed Name & Title

**HUMBOLDT BAY HARBOR DISTRICT:**

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

\_\_\_\_\_  
Printed Name & Title

**Learning Site Self-Assessment Form**  
for HSU Service Learning & Academic Internships

*Exhibit B*

Organization Name: \_\_\_\_\_ Website: \_\_\_\_\_  
 Organization Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Contact Email: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Directions:** This form should be completed by an authorized representative of the Learning Site who is intricately familiar with the organization's safety policies & procedures and the potential learning activities that CSU students will be engaged in as part of their Service Learning/ Academic Internship experience.

<b>SUPERVISION:</b> Will the students be supervised less than 100% of the time or will the supervisor be responsible for overseeing more than 8 people?	<input type="checkbox"/> NO	<input type="checkbox"/> YES
<b>POPULATION SERVED:</b> Will the students be working with "behaviorally challenged" populations? Will students be working unsupervised with minors?	<input type="checkbox"/> NO	<input type="checkbox"/> YES
<b>POPULATION SERVED:</b> Will the students be working with individuals who have a known criminal background or history of violent behavior?	<input type="checkbox"/> NO	<input type="checkbox"/> YES
<b>LEARNING SITE LOCATION:</b> Would the location be described as a high-crime area, or are there concerns about the parking and work areas being secure or adequately illuminated?	<input type="checkbox"/> NO	<input type="checkbox"/> YES
<b>CRIMINAL ACTIVITY:</b> Have there been any incidents of criminal activity at the organization within the last year?	<input type="checkbox"/> NO	<input type="checkbox"/> YES
<b>KNOWN HAZARDS:</b> Are there concerns with the site's physical location; such as physical, environmental, accessibility concerns, or inherent hazards that are not addressed adequately by training and security measures?	<input type="checkbox"/> NO	<input type="checkbox"/> YES
<b>KNOWN HAZARDS:</b> Does the placement require working with any hazardous materials, heavy equipment, or heavy machinery?	<input type="checkbox"/> NO	<input type="checkbox"/> YES
<b>EMERGENCY PLAN:</b> Are there any concerns as to the Learning Site's Emergency Plan or regarding non-working fire-rated doors or blockages to the exits and hallways?	<input type="checkbox"/> NO	<input type="checkbox"/> YES
<b>If you have answered "yes" to any of the above, please explain below (please use additional page if necessary):</b>		

## Logistics

Will students be working under supervision? Who is the Supervisor?	
Will students be working at alternate sites? If yes, an additional Site Assessment form is required.	
What is required for students prior to starting? Fingerprinting? Background checks? TB test? Who pays for this?	
Who should university contact in case of emergency?	

## Risk Identification and Tour of Site

Does the site provide a safety orientation? (Recommended)	
Will students be interacting with individuals who have a criminal background or a history of physical violence?	
Will student be required to work alone at night (between 6pm and 8am?)	
Is learning site home-based? (Please see footnote #1: ).	
Does the learning site carry liability insurance? Any other insurance?	
Document and discuss any risks involved with this learning site.	

Is there anything else not covered that might impact the safety and well-being of the students? Please comment here:	<input type="checkbox"/> NO	<input type="checkbox"/> YES
--	-----------------------------	------------------------------

### Please be aware of the following:

1. Students are not allowed to participate at home-based learning sites. (Exceptions must be cleared with HSU Director of Risk Management.)
2. Students are not allowed to use power tools or provide transportation for agency/business purposes.
3. Learning sites should have orientations for all student volunteers going over items discussed in the site checklist.

Learning Site Authorized Signer: \_\_\_\_\_ Date: \_\_\_\_\_

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

HSU Director of Risk Management Signature: \_\_\_\_\_ Date: \_\_\_\_\_



BIMCO

DRAFT

HEAVYCON 2007

STANDARD HEAVYLIFT CHARTER PARTY

PART I

11d

First published 1985. Revised 2007.

Explanatory Notes for HEAVYCON 2007 are available from BIMCO at www.bimco.org

Copyright, published by BIMCO, Copenhagen

1 Place and date of Contract Anchorage, AK 10/09/13 Job #3155	
2 Owners/place of business (Cl. 1) CROWLEY MARINE SERVICES, INC. 16800 Greenspoint Park Dr., Suite 155N Houston, TX 77060 Contact: Bruce Harland Phone: 907-777-5455 Email: Bruce.Harland@crowley.com	3 Charterers/place of business (Cl. 1) HUMBOLDT BAY HARBOUR, RECREATION Mr. Jack Crider Chief Executive Officer Humboldt Bay Harbor, Recreation, and Conservation District P.O. Box 1630 Eureka, California 95502-1030 Phone: (D) 707-443-0802 (M) 707-438-1408 E-mail: jcrider@humboldt-bay.org
4 Vessel (name, type and other particulars, also description of Owners' equipment) (Cl. 1, Cl. 4(b) and Cl. 20) Tug Guardsman, Barge 360	
5 Cargo (full description of cargo, indicate whether full and complete cargo or part cargo, also state minimum/maximum weight of cargo) (Cl. 1 and Cl. 3(d)) White Liquor, 1.20m. Gallons/Green Liquor 1.04 m. Gallons/Black Liquor 1.11m Gallons	
6 Loading port(s) (Cl. 1) Eureka, CA	7 Discharging port(s) and intended route from loading port(s) to discharging port(s) to (including canals and rivers) (Cl. 1, Cl. 3(b) and Cl. 15) 1. Tacoma, WA 2. Longview, WA via Columbia River
8 Loading method(s) (indicate alternative(s) (i) or (ii), as agreed) (Cl. 4(c)) 4(c)(i) Charterer's Pumps	9 Discharging method(s) (indicate alternative(s) (i) or (ii), as agreed) (Cl. 4(i)) 4(i)(i) Owner's Pumps Aboard The Barge
10 The Period (state dates) (Cl. 4(a) and Cl. 8(a)) T.B.D.	11 Notification schedule (Cl. 8(b)) TBD
12 Layday period (state number of days) (Cl. 8(d)) TBD	
13 Notices for loading to be given to (Cl. 10) The Charterer's Representative	14 Notices for discharging (state interval periods and to whom to be given) (Cl. 9(b) and Cl. 10) TBD Daily Position reports provided via email to Charterers with ETA's
15 Marine Surveyor(s) and date for transportation approval (Cl. 11)	
16 Freight (Cl. 8(b), Cl. 12 and Cl. 15(b)) See Attachment A	17 Freight and demurrage, etc. payment (instalments, currency and where payable, also state owners' bank account) (Cl. 12 and Cl. 13)  U.S. Dollars by wire transfer to: Citibank, NA New York, New York Account Name: Crowley Marine Services, Inc. Account Number: 3043-6542 ABA Routing Number: 021000089
18 Free time Free time for loading (Cl. 8(d)) _____ days Total free time for loading/discharging and canal transit (if applicable) (Cl. 13(a) and Cl. 15(a)) days 48 hours combined reversible	
19 Demurrage rate per day (Cl. 3(b), Cl. 3(c), Cl. 5(b), Cl. 7, Cl. 13, Cl. 15(c), Cl. 18 and Cl. 21) \$18,500 USD	
20 Mobilisation charge (if agreed, state lump sum amount) (Cl. 14) Included in lump sum voyage costs.	21 Demobilisation charge (if agreed, state lump sum amount) (Cl. 14) Included in lump sum Voyage charges.
22 Canal transit costs (if any) limited to (Cl. 15(b)) N/A	23 Bunker Escalation (Cl. 16) \$3.50 per USG Grade: LSD-quantity- price- per-metric-ton  Grade: quantity- price- per-metric-ton
24 Termination Fee(s) (state amount(s) if agreed) (Cl. 21) N/A	25 Liability for cargo (state whether Bill of Lading or Cargo Receipt) (Cl. 25) 25(b) shall apply. Cargo Receipt
26 General average shall be adjusted/settled at (Cl. 30) New York City, New York	27 Double banking (Cl. 37) (i) State Owners' additional premiums, if any (ii) State Owners' additional costs for insuring deductible, if any

**Annex A**  
**HEAVYCON 2007 - Standard Heavylift Charter Party**

**Demarcation of Scope of Work**

28. Brokerage and to whom payable (Cl. 35) (i) Rate N/A (ii) Broker(s) N/A	29. Dispute Resolution (Cl. 39) (state whether alternative (a), (b) or (c) of Clause 39 agreed) Clause 39(b) shall apply.
30. Numbers of additional clauses covering special provisions, if agreed None.	

It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Contract consisting of PART I including additional clauses if any agreed and stated in Box 30 and PART II including Annex A (Demarcation of Scope of Work). In the event of a conflict of conditions, the provisions of PART I and any additional clauses including Annex A (Demarcation of Scope of Work) shall prevail over those of PART II to the extent of such conflict but no further.

Signature (Owners) CROWLEY MARINE SERVICES, INC. Signed By:	Signature (Charterers) HUMBOLDT BAY HARBOUR, RECREATION Signed By:
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WORKING COPY

**Annex A**  
**HEAVYCON 2007 - Standard Heavylift Charter Party**

**Demarcation of Scope of Work**

	Activity	Tick one ☑	
		Charterer	Owner
<b>1.</b>	<b>Engineering</b>		
1.1	calculation of dynamic forces during seavoyage	<input type="checkbox"/>	<input type="checkbox"/>
1.2	engineering and preparation of lifting plan(s)	<input type="checkbox"/>	<input type="checkbox"/>
1.3	engineering and preparation of lashing / seafastening plan(s)	<input type="checkbox"/>	<input type="checkbox"/>
1.4	engineering and preparation of load spreading plan(s)	<input type="checkbox"/>	<input type="checkbox"/>
1.5	check of structural strength of Cargo during loading / discharging and sea transportation	<input type="checkbox"/>	<input type="checkbox"/>
1.6	check of structural strength of Vessel's deck	<input type="checkbox"/>	<input type="checkbox"/>
1.7	preparation of transportation manual	<input type="checkbox"/>	<input type="checkbox"/>
1.8	obtaining plan approval of MWS	<input type="checkbox"/>	<input type="checkbox"/>
<b>2.</b>	<b>loadport</b>		
2.1	arrangement of berth	<input type="checkbox"/>	<input type="checkbox"/>
2.2	preparation of vessel for loading	<input type="checkbox"/>	<input type="checkbox"/>
2.3	supply of load spreading	<input type="checkbox"/>	<input type="checkbox"/>
	installation of load spreading	<input type="checkbox"/>	<input type="checkbox"/>
2.4	supply of slings, shackles	<input type="checkbox"/>	<input type="checkbox"/>
	supply of spreader / lifting beams	<input type="checkbox"/>	<input type="checkbox"/>
	preparation for lifting	<input type="checkbox"/>	<input type="checkbox"/>
2.5	bringing Cargo alongside Vessel within reach of Vessel's gear	<input type="checkbox"/>	<input type="checkbox"/>
2.6	hooking on	<input type="checkbox"/>	<input type="checkbox"/>
2.7	loading by Vessel's gear; operated by Vessel's crew, as servants of the Charterer	<input type="checkbox"/>	<input type="checkbox"/>
2.8	ballasting of Vessel during loading	<input type="checkbox"/>	<input type="checkbox"/>
2.9	arrangement and costs of stevedoring (if compulsory)	<input type="checkbox"/>	<input type="checkbox"/>
2.10	supply of seafastening	<input type="checkbox"/>	<input type="checkbox"/>
	installation of seafastening	<input type="checkbox"/>	<input type="checkbox"/>
	welding	<input type="checkbox"/>	<input type="checkbox"/>
	NDT	<input type="checkbox"/>	<input type="checkbox"/>
2.11	obtaining MWS approval for sailing	<input type="checkbox"/>	<input type="checkbox"/>
<b>3.</b>	<b>discharge port</b>		
3.1	arrangement of berth	<input type="checkbox"/>	<input type="checkbox"/>
3.2	preparation of vessel for discharging	<input type="checkbox"/>	<input type="checkbox"/>
3.3	cutting of seafastening / delashing	<input type="checkbox"/>	<input type="checkbox"/>
3.4	supply of slings, shackles	<input type="checkbox"/>	<input type="checkbox"/>
	supply of spreader / lifting beams	<input type="checkbox"/>	<input type="checkbox"/>
	preparation for lifting	<input type="checkbox"/>	<input type="checkbox"/>
3.5	discharging by Vessel's gear; operated by Vessel's crew, as servants of the Charterer	<input type="checkbox"/>	<input type="checkbox"/>
3.6	receiving Cargo alongside Vessel within reach of Vessel's gear	<input type="checkbox"/>	<input type="checkbox"/>
3.7	hooking off	<input type="checkbox"/>	<input type="checkbox"/>
3.8	ballasting of Vessel during discharging	<input type="checkbox"/>	<input type="checkbox"/>
3.9	arrangement and costs of stevedoring (if compulsory)	<input type="checkbox"/>	<input type="checkbox"/>
3.10	removal of seafastening	<input type="checkbox"/>	<input type="checkbox"/>
	removal of load spreading	<input type="checkbox"/>	<input type="checkbox"/>
	deck cleaning by gauging / grinding	<input type="checkbox"/>	<input type="checkbox"/>

**PART II**  
**HEAVYCON 2007 - Standard Heavylift Charter Party**

<b>1. Definitions</b>	1
In this Charter Party the following words and expressions shall have the meanings hereby assigned to them	2 3
"The Owners" shall mean the party identified in <a href="#">Box 2</a>	4
"The Charterers" shall mean the party identified in <a href="#">Box 3</a>	5
"The Vessel" shall mean the vessel described in <a href="#">Box 4</a>	6
"Loading Port" shall mean the port(s), place(s) or area(s) specified in <a href="#">Box 6</a>	7
"Discharging Port" shall mean the port(s), place(s) or area(s) specified in <a href="#">Box 7</a>	8
"The Cargo" shall mean any goods or equipment or other items described in <a href="#">Box 5</a>	9
"The Transportation" shall mean the carriage of the Cargo and, as may be specified in Annex A (Demarcation of Scope of Work), the loading and discharging and all other operations connected therewith	10 11
<b>2. Voyage</b>	12
(a) It is agreed between the Owners and the Charterers that, subject to the terms and conditions of this Charter Party, the Cargo shall be transported by the Vessel from the Loading Port, or so near thereto as she may safely get and lie always safe and afloat, to the Discharging Port, or so near thereto as she may safely get and lie always safe and afloat	13 14 15 16
(b) The Owners shall exercise due diligence in making the Vessel seaworthy before and at arrival at the Loading Port <del>BUT OWNERS GIVE NO WARRANTIES, EXPRESS OR IMPLIED AND EXPRESSLY DISCLAIM AND REJECT AN ABSOLUTE WARRANTY OF SEAWORTHINESS, CONDITION, MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, AND ANY WARRANTY OF SPEED OR WORKMANLIKE PERFORMANCE.</del> The Owners shall perform the voyage with due despatch unless otherwise agreed.	17 18
<b>3. Deviation/Delays/Part Cargo</b>	19
(a) The Vessel has the liberty to sail without pilots, to tow and/or assist vessels in distress, to deviate for the purpose of saving life, to replenish bunkers and/or to deviate for the purpose of safety of the Cargo, crew, vessel and for any other reasonable purpose.	20 21 22
(b) Without prejudice to the provisions of <a href="#">Clause 30</a> (General Average and New Jason Clause), should the master decide, for the purpose of the safety of the Cargo, to deviate from the intended route which is stipulated in <a href="#">Box 7</a> , the Charterers shall pay for all time lost as a consequence of the deviation at the demurrage rate stipulated in <a href="#">Box 19</a> .	23 24 25 26
The time lost shall include all time used until the Vessel reaches the same or equidistant position to that where the deviation commenced and the Charterers shall also pay all additional expenses incurred by such deviation including bunkers, port charges, pilotage, tug boats, agency fees and any other expenses whatsoever incurred	27 28 29 30
The Owners shall give prompt notification of any delay or deviation to the Charterers and any claims for additional compensation shall be supported by appropriate documentation	31 32
(c) If the Vessel for reasons beyond the Owners' control is delayed at Loading Port and/or Discharging Port, including obtaining free pratique, customs, port clearance or other formalities, such delays shall be paid for by the Charterers at the demurrage rate stipulated in <a href="#">Box 19</a> .	33 34 35
(d) Unless the Cargo is described as a full and complete cargo in <a href="#">Box 5</a> , the Owners shall have the liberty of re-stowing the Cargo and of loading and of discharging other part cargoes for the account of other than the Charterers from places enroute or not enroute to places enroute or not enroute. The rotation of loading and discharging places shall be at the Owners' option. When the Owners exercise such option(s) this shall in no way constitute a deviation, notwithstanding anything else contained in this Charter Party.	36 37 38 39 40
<b>4. Loading and Discharging</b>	41
(a) The Charterers shall have the Cargo in all respects ready for the said voyage at the Loading Port on the date for which notice of expected load readiness is given by the Owners as per Clause 9 (Advance Notices), but not before the date stated in <a href="#">Box 10</a> as first layday.	42 43 44
The Charterers shall nominate the precise loading area or place within the agreed Loading Port, which shall be always safe and accessible and suitable for the loading operation, upon receipt of the first notice given by the Owners pursuant to Clause 9 (Advance Notices), always subject to the approval of the Owners and the Master. Such approval shall not be unreasonably withheld.	45 46 47 48

**PART II**  
**HEAVYCON 2007 - Standard Heavylift Charter Party**

(b) The Owners shall provide the equipment stated in <u>Box 4</u> or in Annex A (Demarcation of Scope of Work) and shall in their own time and at their own expense prepare such equipment for the loading operations. All other equipment shall be provided by the Charterers. When the Cargo has been loaded and positioned, it shall be seafastened and/or lashed by the Owners at their expense, unless otherwise agreed in Annex A (Demarcation of Scope of Work), to the satisfaction of the Master.	49 50 51 52 53
The Owners shall provide the equipment stated in Box 4. All other equipment shall be provided by the Charterers. If the Barge is to carry cargo, when the cargo has been loaded and positioned, it shall be seafastened and/or lashed by the Charterers at their expense in accordance with the seafastening plan approved by Marine Warranty Surveyors and by the Owners. The Owner's approval shall not be unreasonably withheld.	
(c) At the loading port, the Cargo shall be delivered by the Charterers without delay in the sequence required by the Master at any time during day or night, Saturdays, Sundays (or their local equivalent) and holidays included and shall be loaded by one or more of the following methods stated in <u>Box 8</u> .	54 55 56
(i) *If agreed in Box 8 that the Charterers shall perform the loading operations, the Cargo shall be placed on board and positioned by the Charterers to the full satisfaction of the Master. The Charterers shall procure and pay for all labour and all necessary equipment other than that stated in <u>Box 4</u> . The Charterers shall have free use of the Vessel's gear operated by the Vessel's crew.	57 58 59 60
(ii) <del>If agreed in Box 8 that the Cargo shall be loaded by means of float off method, the Charterers shall position the Cargo prior to loading at 50 metres or at an agreed distance from the Vessel's submerged deck to the full satisfaction of the Master. The Owners shall attach lines to the Cargo and shall position and secure the Cargo over the submerged deck by using winches and/or tugs. The Owners shall procure and pay the necessary labour and winchmen either from the crew or from shore.</del>	61 62 63 64 65
The Charterers shall procure and pay for workboats and tugs required for the positioning of the cargo. The Owners shall have the right to use such workboats and tugs for the loading operation.	66 67
* Indicate alternative(s) (i) or (ii), as agreed, in <u>Box 8</u> .	68
(d) The Charterers shall name the precise discharging area or place within the discharging port, which shall be always safe and accessible and suitable for the discharging operation, well in advance of the Vessel's arrival, always subject to the approval of the Owners and the Master. Such approval shall not be unreasonably withheld.	69 70 71 72
At the discharging port the Charterers shall take delivery of the Cargo without delay in accordance with sub-clause (f) at any time during day or night, Saturdays, Sundays (or their local equivalent) and holidays included.	73 74 75
The entire discharge operation always to be done to the full satisfaction of the Master.	76
(e) Prior to actual discharge the Owners shall, unless otherwise agreed in Annex A (Demarcation of Scope of Work), remove all seafastening and/or lashing and prepare the Vessel for the discharge operation.	77 78
(f) The Cargo shall be discharged by one or more of the following methods stated in <u>Box 9</u> :	79
(i) *If agreed in <u>Box 9</u> that the Charterers shall discharge the Cargo, the Charterers shall procure and pay for the necessary equipment and labour. The Charterers shall have free use of the Vessel's gear operated by the Vessel's crew.	80 81 82
(ii) <del>If agreed in <u>Box 9</u> that the Cargo shall be discharged by means of float off method, the Owners shall submerge the Vessel and float off the Cargo. The Owners shall procure and pay the necessary labour and winchmen either from the crew or from shore.</del>	83 84 85
The Charterers shall procure and pay for workboats and tugs required for discharging the Cargo. The Owners shall have the right to use such workboats and tugs for the discharging operations.	86 87
* Indicate alternative(s) (i) or (ii), as agreed, in <u>Box 9</u> .	88
Upon completion of discharge operations and the return of the barge, Charterers shall (i) remove all bracings, bolts, lashings and other appurtenances required for loading.	



**PART II**  
**HEAVYCON 2007 - Standard Heavylift Charter Party**

stowage and discharge; (ii) clean and paint decks as necessary to return the barge to same condition as upon tender to Charterer. All tanks used for ballast to be fresh water rinsed and mop dry prior to vessel redelivery. The barge is to be redelivered in like good order and condition as on delivery to Charterers.

	(g) All expenses associated with the Vessel such as harbour dues, pilotages, local tug assistance, if required, agency fees, fuel and lubricants shall be paid for by the Owners except as otherwise provided for in this Charter Party	89 90 91
	(h) Any compulsory shore labour connected with loading operations, lashing/seafastening, removal of lashing/seafastening and/or discharging operations required by local authorities or union regulations shall be for the Charterers' account	92 93 94
5.	<b>Permits/Licences</b>	95
	(a) All necessary permits and/or licences pertaining to the loading and/or discharging operations shall be provided and paid for by the Charterers, unless such permits and/or licences can only be obtained by the owners, in which case they shall be provided by the Owners but paid for by the Charterers. The Owners and the Charterers shall assist each other in obtaining such permits and/or licences.	96 97 98 99
	(b) Any delay caused by the Charterers in obtaining the permits and/or licences related to <a href="#">sub-clause 5(a)</a> shall be at the Charterers' time and any time lost shall be paid for at the demurrage rate stipulated in <a href="#">Box 19</a> .	100 101 102
6.	<b>Duties, Taxes and Charges</b>	103
	The Charterers shall pay all duties, taxes and charges whatsoever levied or based on the Cargo and/or the freight at the Loading Port and/or Discharging Port irrespective of how the amount thereof may be assessed, including agency commission assessed on the basis of the freight.	104 105 106
7.	<b>Quarantine</b>	107
	Unless due to health conditions on board the Vessel, any time lost as a result of quarantine formalities and/or health restrictions imposed or incurred at any stage of the voyage, including any such loss of time at the Loading Port and/or the Discharging Port, shall be paid for by the Charterers at the demurrage rate specified in <a href="#">Box 19</a> . The Charterers shall also pay for all other expenses which may be incurred as a result thereof.	108 109 110 111
8.	<b>Commencement of Loading/Canceling Date</b>	112
	(a) The first layday shall be on or between the dates stated in <a href="#">Box 10</a> ("the Period").	113
	(b) The Period shall be narrowed down to one firm date ("the First Layday") in accordance with the notification schedule in <a href="#">Box 11</a> . If <a href="#">Box 11</a> is not filled in then the notification schedule is in Owner's option.	114 115
	(c) Each narrowed Period shall always be within the previously notified Period and the number of days' notice shall always be prior to the first day of the previously notified Period.	116 117
	(d) The cancelling date shall be the number of days stated in <a href="#">Box 12</a> after the First Layday ("the Cancelling Date"). If <a href="#">Box 12</a> is not filled in then fourteen (14) days shall apply.	118 119
	(e) The date of commencement of the loading shall be at any time on or between the First Layday and the cancelling Date, both dates inclusive, in the Owners' option. Should the Owners give notice of readiness prior to the First Layday, the Charterers may, at their option, accept such an earlier loading date and the time used shall count against the free time in accordance with <a href="#">Clause 13</a> (Free Time/Demurrage).	120 121 122 123
	(f) Should it appear that the Vessel will not be ready to commence loading latest on the Cancelling Date the Owners shall immediately notify the Charterers. The Owners shall state a new cancelling date as soon as they are in a position to do so with reasonable certainty. Within seventy-two (72) running hours after receipt of the Owners' notice as aforesaid and latest when the vessel is ready for loading, whichever is the earlier, the Charterers shall advise the Owners whether they elect to cancel this Charter Party, failing such advice the new cancelling date as notified by the Owners shall become the Cancelling Date.	124 125 126 127 128 129 130
	(g) Should the Charterers cancel the Charter Party in accordance with sub-clause (f), any amount paid to the Owners in advance and not earned shall be returned to the Charterers by the Owners.	131 132
	(h) The Owners shall not be responsible for any loss or damages whatsoever incurred by the Charterers as	133

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	a result of the Charterers cancelling this Charter Party in accordance with sub-clause (f) nor shall the Owners be responsible for any loss or damages whatsoever suffered by the Charterers as a result of the failure of the Vessel to be ready for loading latest on the Cancelling Date.	134 135 136
	(i) Should the Cargo for reasons beyond the Owners' control not be loaded within fourteen (14) days after the free time for loading stated in <a href="#">Box 18</a> has expired, the Owners shall have the option to cancel this Charter Party or to sail with only part of the Cargo on board.	137 138 139
	(j) If the Owners exercise their option to cancel the Charter Party in accordance with <a href="#">sub-clause (i)</a> , the Charterers shall pay to the Owners the applicable termination fee according to the provisions of <a href="#">Clause 21</a> (Termination) in addition to any demurrage incurred.	140 141 142
	(k) If the Owners exercise their option to sail with part of the Cargo on board in accordance with sub-clause (i) the Charterers shall pay to the Owners the full freight stated in <a href="#">Box 16</a> in addition to any demurrage incurred.	143 144 145
9.	<b>Advance Notices</b>	146
	(a) <b>Advance Notices of Expected Load-readiness</b>	147
	The Owners shall give notices of the expected day of the Vessel's arrival and/or readiness to load fourteen (14) days, seven (7) days and three (3) days in advance unless otherwise stated in <a href="#">Box 13</a> . Furthermore, the owners shall give twenty-four (24) hours approximate notice of the expected hour of the Vessel's readiness to load.	148 149 150 151
	(b) During the voyage the Owners shall give notice of expected time of arrival at the Discharging Port with intervals of the number of days stipulated in <a href="#">Box 14</a> .	152 153
10.	<b>Notice of Readiness</b>	154
	The Owners shall give notice of readiness as per <a href="#">Box 13</a> advising when the Vessel is ready to commence loading at the loading port and when the Vessel is ready to commence discharge at the discharging port as per <a href="#">Box 14</a> . All notices may be given at any time of the day or night, Saturdays, Sundays (or their local equivalent) and holidays included and notwithstanding hindrances as referred to in <a href="#">Clause 3(c)</a> (Deviation/Delays/Part Cargo).	155 156 157 158 159
11.	<b>Marine Surveyor/Condition of the Vessel and Cargo</b>	160
	(a) The Marine Surveyor(s) stated in <a href="#">Box 15</a> shall be appointed for this Transportation. If <a href="#">Box 15</a> has not been filled in the Charterers and the Owners shall agree on the appointment of Marine Surveyor(s) acceptable to the cargo underwriters prior to the commencement of loading.	161 162 163
	(b) All relevant documentation required by the Marine Surveyor(s) for their approval of the Transportation shall be submitted to the Marine Surveyor at the earliest possible stage after this Charter Party is concluded, if not already submitted earlier. As soon as possible after submission of the relevant documentation, Transportation approval shall be given by the Marine Surveyor.	164 165 166 167
	(c) The Charterers shall pay all expenses relating to the production of documentation related to the Cargo and/or the Charterers' equipment. The Owners shall pay all expenses relating to documentation related to the vessel and all other equipment being provided by the Owners in the performance of the Transportation.	168 169 170
	(d) The Charterers shall arrange and pay for all the Marine Surveyor(s) services, including approval of the transportation.	171 172
	(e) The Charterers warrant that the full description of the Cargo stated in <a href="#">Box 5</a> is correct and further warrant that the Cargo is in all respects tight, staunch, strong and in every way fit for the Transportation.	173 174
	(f) Should the Cargo and/or its description not be in compliance with the aforesaid then the Owners shall have the option to cancel this Charter Party.	175 176
	(g) If the Owners exercise their option to cancel the Charter Party in accordance with this Clause, the Charterers shall pay to the Owners the applicable termination fee according to the provisions of <a href="#">Clause 21</a> (Termination).	177 178 179
	(h) A survey of the Barge named in <a href="#">Box 4</a> or its substitute, if any, shall be conducted	

**PART II**  
**HEAVYCON 2007 - Standard Heavylift Charter Party**

while the Barge lies afloat at the port or place of its delivery and its redelivery as stated in Part I, Box 6 and Box 7. If any damage, distortion or indication of damage is noted during the off-hire survey, which in the opinion of the mutually accepted marine surveyor requires dry-docking to further assess such damage or to make repairs as necessary, the Barge shall be dry-docked at the port or place of redelivery as stated in Part I, Box 7.

(i) All damage appearing in the off-hire survey of the Barge, but not noted in the on-hire survey of the Barge, shall be the Charterers's responsibility to repair, regardless of whether such damage is considered damage anticipated from the expected use of the Barge, excepting only such damage as the Charterers establish resulted from ordinary wear and tear defined as follows:

The term "ordinary wear and tear" wherever used in this Contract shall mean and include only the following: (i) thinning of paint due to the action of time and the elements; (ii) scuffing of paint by rubber tired vehicles and properly fendered tugs; (iii) rust or corrosion due to contact with sea water and air; (iv) fouling of hull by growth of marine organisms. Ordinary wear and tear shall not include damage to the Barge's deck, internals and hull that may result from the Charterers's intended use of the Barge.

(j) All costs in connection with the surveys shall be borne by the Charterers and shall include but not be limited to loss of time, the cost of marine chemists, assist tugs and towage and dry-docking, if required for further investigation of repairs in accordance with Clause 11(i) above.

12.	Freight	180
	(a) The freight stipulated in <a href="#">Box 16</a> shall be paid in instalments in accordance with <a href="#">Box 17</a> . If <a href="#">Box 17</a> is not completed then freight shall be fully prepaid upon completion of loading against surrender of the <a href="#">HEAVYCON RECEIPT - 2007</a> or <a href="#">HEAVYCON BILL - 2007</a> whichever or the case maybe. The freight shall be deemed earned upon completion of loading prior to delivery and shall be non-returnable whether the Vessel and/or Cargo is lost or not lost and whether lost due to perils of the sea or howsoever. The freight instalments shall be paid in full without any deductions in the currency and to the Owners' bank account stated in <a href="#">Box 17</a> .	181 182 183 184 185 186
	(b) In the event of change in applicable laws or regulations and/or interpretation thereof, resulting in an unavoidable and documented change of the Owners' costs after the date of entering into the Charter Party, freight shall be adjusted accordingly.	187 188 189
13.	Free Time/Demurrage	190
	(a) The Charterers are allowed the free time stipulated in <a href="#">Box 18</a> in the loading and discharging port(s) and for canal transit if applicable, Saturdays, Sundays (or their local equivalent) and holidays included.	191 192
	The free time at the Loading Port shall start counting when notice of readiness has been tendered, in accordance with <a href="#">Clause 10</a> (Notice of Readiness), whether in berth or not, unless loading has commenced earlier and shall count until the cargo is in all respects fully seafastened on board the Vessel and approved by the Marine Surveyor(s).	193 194 195 196
	The free time at the Discharging Port shall start counting when notice of readiness has been tendered in accordance with <a href="#">Clause 10</a> (Notice of Readiness), whether in berth or not, unless discharge has commenced earlier and shall count until the cargo is in all respects removed from the Vessel.	197 198 199
	(b) Demurrage shall be payable for all time used in excess of the free time. The demurrage rate for the vessel is the amount stipulated in <a href="#">Box 19</a> calculated per day or pro rata for part of a day.	200 201
	(c) Free time shall not count and if the Vessel is on demurrage, demurrage shall not accrue for time lost by reason of deficiency of the Master, officers or crew or strike or lockout of the Master, officers or crew or by	202 203

**PART II**  
**HEAVYCON 2007 - Standard Heavylift Charter Party**

	reason of breakdown of the Vessel or its equipment.	204
	(d) Demurrage and other amounts which are calculated at the demurrage rate fall due day by day and are payable by the Charterers promptly upon presentation of the Owners' invoice, to the Owners' bank account stated in <a href="#">Box 17</a> .	205 206 207
14.	<b>Mobilisation/Demobilisation</b>	208
	(a) Mobilisation	209
	If agreed upon in <a href="#">Box 20</a> the Charterers shall pay the lump sum stipulated therein in respect of mobilisation, which amount shall be earned and non-returnable upon the Vessel's arrival in the loading port	210 211
	(b) Demobilisation	212
	If agreed upon in <a href="#">Box 21</a> the Charterers shall pay the lump sum stipulated therein in respect of demobilisation, which amount shall be earned and non-returnable upon the Vessel's arrival in the discharging port	213 214
	(c) The mobilisation and demobilisation amounts shall be payable against the Owners' invoice	215
15.	<b>Canal Transit</b>	216
	(a) If the Transportation is scheduled to pass through the canal stated in <a href="#">Box 7</a> the Charterers shall be granted free time for any such transit, and such free time shall count against the number of hours stipulated in <a href="#">Box 18</a> . If the Transportation is delayed beyond the free time stipulated therein, the Charterers shall pay for such extra transit time at the rate of demurrage stipulated in <a href="#">Box 19</a> and paid in accordance with <a href="#">Clause 13(d)</a> (Free Time/Demurrage) and shall, in addition, pay for all other documented extra expenses thereby incurred. Canal transit time is defined as from arrival at pilot station or customary waiting place or anchorage, whichever is the earlier, and until dropping last outbound pilot when leaving for the open sea.	217 218 219 220 221 222 223
	(b) The freight rate stipulated in <a href="#">Box 16</a> is based upon the Owners paying canal tolls limited to the amount stipulated in <a href="#">Box 22</a> . Any increase in the canal tolls and/or any additional expenses imposed on the transportation for the canal transit actually paid by the Owners shall be reimbursed by the Charterers to the owners upon presentation of the Owners' invoice.	224 225 226 227
	(c) Should the transit of a canal be made impossible for reasons beyond the Owners' control, the Charterers shall pay for all extra time by which the voyage is thereby prolonged at the rate of demurrage stipulated in <a href="#">Box 19</a> and paid in accordance with <a href="#">Clause 13(d)</a> (Free Time/Demurrage).	228 229 230
	The Charterers shall also pay all other expenses, including for bunkers, in addition to those which would normally have been incurred had the Vessel been standing-by in port less the amount of canal tolls saved by the Owners for not having transited the canal.	231 232 233
	(d) Notwithstanding the provisions of sub-clause (c) the Owners may, at their sole discretion, instruct the Master to discharge the cargo at the nearest safe and reachable port or place and such discharge shall be deemed due fulfillment of the Charter Party. All provisions of this Charter Party regarding freight, discharge of the cargo, free time and demurrage as agreed for the original discharging port shall also apply to the discharge at the substitute port.	234 235 236 237 238
16.	<b>Bunker Escalation</b>	239
	This Charter Party is concluded on the basis of the price per metric ton gallon and the quantity and grades of <del>bunkers fuel</del> stated in <a href="#">Box 23</a> .	240 241
	If the price actually paid by the Owners for this quantity of <del>bunkers fuel</del> should be higher, the difference shall be paid by the Charterers to the Owners	242 243
	If the price actually paid by the Owners for this quantity of <del>bunkers fuel</del> should be lower, the difference shall be paid by the Owners to the Charterers	244 245
17.	<b>IMCO Ice Clause for Voyage Charter Parties</b>	246
	The Vessel shall not be obliged to force ice but, subject to the Owners' approval having due regard to its size, construction and class, may follow ice-breakers.	247 248
	(a) Port of Loading	249
	(i) If at any time after setting out on the approach voyage the Vessel's passage is impeded by ice, or if on arrival the loading port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers	250 251

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	thereof and request them to nominate a safe and accessible alternative port	252
	If the Charterers fail within 48 running hours, Sundays and holidays included, to make such nomination	253
	or agree to reckon laytime as if the port named in the Charter Party were accessible or declare that they cancel the Charter Party, the Owners shall have the option of cancelling the Charter Party. In the event of cancellation by either party, the Charterers shall compensate the Owners for all proven loss of earnings under this Charter Party	254 255 256 257
(ii)	If at any loading port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave with cargo loaded on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the vessel may proceed to any port(s), whether or not on the customary route for the chartered voyage, to complete with cargo for the Owners' account.	258 259 260 261 262 263 264
(b)	<b>Port of Discharge</b>	265
(i)	If the voyage to the discharging port is impeded by ice, or if on arrival the discharging port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof. In such case, the Charterers shall have the option of keeping the Vessel waiting until the port is accessible against paying compensation in an amount equivalent to the rate of demurrage or of ordering the Vessel to a safe and accessible alternative port.	266 267 268 269 270
	If the Charterers fail to make such declaration within 48 running hours, Sundays and holidays included, of the Master or Owners having given notice to the Charterers, the Master may proceed without further notice to the nearest safe and accessible port and there discharge the cargo.	271 272 273
(ii)	If at any discharging port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave with cargo remaining on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the Vessel may proceed to the nearest safe and accessible port and there discharge the remaining cargo.	274 275 276 277 278 279 280
(c)	On delivery of the cargo other than at the port(s) named in the Charter Party, all conditions of the Bill of Lading shall apply and the Vessel shall receive the same freight as if discharge had been at the original port(s) of destination, except that if the distance of the substituted port(s) exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port(s) shall be increased proportionately.	281 282 283 284
1.	<b>Dangerous Cargo</b>	285
	If part of the Cargo is of an inflammable, explosive or dangerous nature or condition or at any stage may develop into such nature or condition it must be packed and stored or stowed in accordance with the IMO Dangerous Goods Code and/or other applicable regulations always to the full satisfaction of the Master. Any delay to the Transportation in this respect shall be paid for by the Charterers at the demurrage rate stipulated in <a href="#">Box 19</a> and in accordance with Clause 13(d) (Free Time/Demurrage).	286 287 288 289 290
19.	<b>Lien</b>	291
	The Owners shall have a Lien on the Cargo and any Charterers' equipment for all freight and all other expenses in relation to the Transportation, deadfreight, advances, demurrage, damages for detention, general average and salvage including costs for recovering same.	292 293 294
20.	<b>Substitution</b>	295
	The Owners shall, at any time before the Cancelling Date, be entitled to substitute the Vessel named in <a href="#">Box 4</a> with another vessel of equivalent capability and capacity, provided such substitute vessel is approved by the Marine Surveyor(s) and subject also to the Charterers' prior approval, which shall not be unreasonably withheld. Nothing herein shall be construed as imposing on the Owners an obligation to make such substitution.	296 297 298 299
21.	<b>Termination</b>	300
(a)	Notwithstanding anything else provided herein, the Charterers shall have the right to terminate this Charter Party prior to the Vessel's arrival at the first loading port against payment of the applicable amount stated in <a href="#">Box 24</a> less any prepaid freight.	301 302 303
(b)	Furthermore, the Charterers shall have the right to terminate this Charter Party after the Vessel's arrival	304

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	at the first loading port but not later than upon commencement of loading against payment of the applicable amount stated in <a href="#">Box 24</a> plus compensation for all time spent at the first loading port at the demurrage rate stated in <a href="#">Box 19</a> less any prepaid freight together with the actual expenses incurred by the Owners in preparation for the loading	305 306 307 308
	(c) If <a href="#">Box 24</a> is not filled in, this Clause shall be deemed to be deleted.	309
<b>22.</b>	<b>Liabilities and Indemnities</b>	310
	(a) Definitions	311
	For the purpose of this Clause "Owners' Group" shall mean the Owners, and their contractors and sub-contractors, and employees of any of the foregoing	312 313
	For the purpose of this Clause "Charterers' Group" shall mean the Charterers, and their contractors, sub-contractors, co-venturers and customers (having a contractual relationship with the Charterers always with respect to the job or project on which the Vessel is employed), and employees of any of the foregoing	314 315 316
	(b) Knock for Knock	317
	(i) Owners - Notwithstanding anything else contained in this Charter Party excepting Clauses 24(b) (Pollution), 29 (Both to Blame Collision Clause) and 30 (General Average and New Jason Clause), the Charterers shall not be responsible for loss of or damage to the property of any member of the Owners' Group, including the Vessel, any liability in respect of wreck removal and the expense of moving, lighting or buoying the Vessel, any liability in respect of personal injury or death of any member of the Owners' Group, and any liability in respect of other cargo on board not the subject of this Charter Party, arising out of or in any way connected with the performance of this Charter Party, even if such loss, damage, injury or death is caused wholly or partially by the act, neglect, or default of the Charterers' Group, and even if such loss, damage, injury or death is caused wholly or partially by unseaworthiness of any vessel; and the Owners shall indemnify, protect, defend and hold harmless the Charterers from any and against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of or in connection with such loss, damage, personal injury or death.	318 319 320 321 322 323 324 325 326 327 328 329
	(ii) Charterers - Notwithstanding anything else contained in this Charter Party excepting Clause 24(a) (Pollution), 29 (Both to Blame Collision Clause) and 30 (General Average and New Jason Clause), the Owners shall not be responsible for loss of or damage caused to or sustained by the Cargo or the property of any member of the Charterers' Group, whether owned or chartered, any liability consequent upon delay to the Cargo, any liability in respect of wreck removal and the expense of moving, lighting or buoying the Cargo, any liability in respect of personal injury or death of any member of the Charterers' Group, arising out of or in any way connected with the performance of this Charter Party, even if such loss, damage, liability, injury or death is caused wholly or partially by the act, neglect or default of the Owners' Group, and even if such loss, damage, liability, injury or death is caused wholly or partially by the unseaworthiness of any vessel; and the Charterers shall indemnify, protect, defend and hold harmless the Owners from any and against all claims, costs, expenses, actions, proceedings, suits, demands, and liabilities whatsoever arising out of or in connection with such loss, damage, liability, personal injury or death.	330 331 332 333 334 335 336 337 338 339 340 341 342
<b>23.</b>	<b>Consequential Damages</b>	343
	Neither party shall be liable to the other for any consequential damages whatsoever arising out of or in connection with the performance or non-performance of this Charter Party <del>and each party shall protect, defend and indemnify the other from and against all such claims from any member of its Group as defined in Clause 22 (Liabilities and Indemnities).</del>	344 345 346 347
	"Consequential damages" shall include, but not be limited to, loss of use, loss of profits, shut-in or loss of production and cost of insurance, whether or not foreseeable at the date of this Charter Party	348 349
<b>24.</b>	<b>Pollution</b>	350
	(a) The Owners shall be liable for, and agree to indemnify, defend and hold harmless the Charterers against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of actual or threatened pollution damage and the cost of cleanup or control thereof originating from the Vessel or other property of the Owners	351 352 353 354
	(b) The Charterers shall be liable for, and agree to indemnify, defend and hold harmless the Owners against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of actual or threatened pollution damage and the cost of cleanup or control thereof originating from the Cargo or other property of the Charterers.	355 356 357 358

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25.	Bill of Lading or Cargo Receipt	359
	The Owners and the Charterers shall agree and state in <u>Box 25</u> whether a Bill of Lading or a non-negotiable Cargo Receipt will be issued by Owners upon loading of the Cargo.	360 361
	(a) <del>*Bill of Lading</del>	362
	<del>If, as stated in <u>Box 25</u>, the Owners have agreed to issue a Bill of Lading, same shall be as per the HEAVYCONBILL 2007 form which shall incorporate all terms, conditions, liberties, clauses and exceptions of this Charter Party, including the Dispute Resolution Clause. Furthermore, the following Sub-clause (a)(i) - (a)(iii), which are not part of HEAVYCON, shall be incorporated into the HEAVYCONBILL 2007.</del>	363 364 365 366
	(i) <del>The Owners shall not be liable for any loss, damage or delay to Cargo in the period before loading and after discharge.</del>	367 368
	(ii) <del>Unless otherwise agreed, the Cargo shall be shipped on deck at Shippers' risk and the Owners not to be responsible for any loss or damage or delay to the Cargo whatsoever and whether due to negligence of whosoever or howsoever arising and by whosoever caused, and the Bill of Lading issued hereunder shall be so claused.</del>	369 370 371 372
	(iii) <del>If the Cargo is shipped under deck,</del>	373
	(1) <del>The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.</del>	374 375 376 377 378 379
	(2) <del>When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsorily to this Contract.</del>	380 381 382 383
	(3) <del>The Protocol signed at Brussels on 21 December 1978 ("the SDR Protocol 1978") shall apply where the Hague-Visby Rules apply whether mandated or by this Contract.</del>	384 385
	(4) <del>The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals.</del>	386 387 388
	(b) <del>*Cargo Receipt</del>	389
	<del>If, as stated in <u>Box 26</u>, the Owners have agreed to issue a non-negotiable Cargo Receipt, same shall be as per the HEAVYCONRECEIPT form incorporating all terms, conditions, liberties, clauses and exceptions of this Charter Party, including the Dispute Resolution Clause.</del>	390 391 392
	(i) <del>It is expressly agreed that neither the Hague Rules nor the Hague-Visby Rules nor any statutory enactment thereof shall apply to this Charter Party and to the Cargo Receipt, unless compulsorily applicable, in which case the Owners take all reservations possible under such applicable legislation, relating to the period before loading and after discharging and while the goods are in the charge of another carrier, and to deck cargo.</del>	393 394 395 396 397
	(ii) <del>Unless otherwise agreed, the Cargo shall be shipped on deck at the Charterers' risk and the Owners not to be responsible for any loss or damage or delay to the cargo whatsoever and whether due to negligence of whosoever or howsoever arising and by whosoever caused, and the Cargo Receipt issued hereunder shall be so claused.</del>	398 399 400 401
	(iii) <del>If the Cargo is shipped under deck, the Cargo Receipt shall be claused as per sub-clause (ii) above</del>	402
	(iv) <del>The Cargo Receipt shall always be claused "All Risks insurance has been placed for the full value of this cargo by the Charterers and in the name of the Charterers and the Owners"</del>	403 404
	(c) <del>* Indicate alternative 25(a)(Bill of Lading) or 25(b)(Cargo Receipt), as agreed in <u>Box 25</u>.</del>	405
26.	Insurance	406
	(a) <del>Without prejudice to the Charterers' obligations and liabilities under this Charter Party, the Charterers</del>	407

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shall ensure that there is taken out and maintained at all material times and throughout the duration of this Charter Party a policy or policies of insurance in respect of all loss or damage to the Cargo up to the full value of the Cargo including but not limited to a policy or policies comprising All Risks cargo cover and cover against liabilities to third parties (including liability in respect of death and injury and claims for consequential loss) and wreck removal of the Cargo. The Charterers shall arrange without cost to the Owners that the Owners shall be named as co-insured under the said policy or policies of insurance and the Charterers shall arrange that the underwriters waive the right of subrogation against the Owners. Without prejudice to the Charterers obligations and liabilities under this Charter Party, the Charterers shall ensure that there is taken out and maintained at all material times and throughout the duration of this Charter Party, at no cost to Owner, a policy or policies of insurance providing coverage against liabilities to third parties and Owner in respect to death and all bodily injuries, and property damage liabilities resulting from the loading and unloading and transportation of Cargo under this Charter Party. Charterers also shall arrange without cost to the Owners that the Owners shall be named as an Additional Insured under said policy or policies of insurance, to the extent of the indemnity owed by the Charterers under this Charter Party, and the Charterers also shall arrange that the underwriters waive all rights of subrogation against the Owners.

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(i) Charterers also shall maintain the following insurance with minimum amounts not less than those listed, as follows:

(a) All social plan insurance required by the laws of the country in which Charterers are domiciled, including, if Charterers are domiciled in the United States, Workers Compensation and Employer's Liability Insurance with a minimum Employers Liability limit of \$5,000,000 USD per accident and, for bodily injury by disease \$1,000,000 USD per employee. And, as applicable, insurance coverage for the U.S. Longshore and Harbor Workers Compensation Act and Outer Continental Shelf Lands Act; and, the Jones Act or Death on the High Seas Act at a minimum Maritime Employers Liability Limit of \$5,000,000 USD any one accident or occurrence. Charterers shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation System and such insurance shall provide cover in the location in which Work is performed.

(b) Commercial General Liability and/or Marine Liability Insurance, including Charterers Legal Liability, Pollution Liability and Contractual Liability Insurance covering the obligations assumed hereunder, with watercraft exclusions deleted, and an "In Rem" Endorsement written at a minimum limit of \$5,000,000 USD per occurrence for bodily injury and property damage.

(c) Excess Liability Insurance shall be carried in sufficient amounts to bring total limits of liability carried by Charterer to a minimum of \$10,000,000 USD each occurrence.

Except with respect specifically to Workers Compensation Insurance, the Charterers shall arrange without cost to the Owners that the Owners shall be named as co-insured under the said policy or policies of insurance to the extent of any indemnity owed by Charterer under this Charter Party, and the Charterers also shall arrange that the underwriters waive the right of subrogation against the Owners.

The Charterers hereby agree to produce the original certificates of insurance maintained hereunder to the Owners or their appointed representatives when requested so to do.

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(b) The Owners shall arrange at their expense such insurance(s) as required to protect the Charterers against the Owners' liabilities under Clause 22 (Liabilities and Indemnities). Such insurance shall include:

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(i) Protection & Indemnity insurance including coverage for tort liability, bodily injury to crew and third parties, it being agreed that the term "crew" means masters and members of the crew and that such coverage includes transportation, wages, maintenance and cure, admiralty benefits and pollution liability per most up-to-date International P&I Club Rules with Highest Available Limits of Liability permitted by Club, including Oil Pollution which currently is \$1 billion USD in the Aggregate. For the purposes only of this P&I insurance, the term "Owner" shall also mean Member of such International P&I Club. Charterer shall be named as a co-assured with a waiver of subrogation; however these extensions of coverage shall apply only to the extent required under the Charter Party and shall not apply with respect to any obligation for which Charterer has specifically agreed to indemnify Owner, its parent, affiliates, subsidiaries, officers, directors, agents and/or employees. Additionally, notwithstanding the above, said co-assureds shall not be deemed Member(s) of the International P&I Club, and the cover afforded in respect of said co-assureds:

(a) Shall extend only to liabilities arising out of operations and/or activities customarily carried on, by or at the risk and responsibility of shipowners and which are within the scope of the Member's operations as a shipowner-insured but which are in fact performed by the co-assured(s) because of the



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provisions of a particular charterparty or other written contract effected with the Member, and

(b) Shall be no greater than that which would have been available to the Member(s) in the absence of the above particular Charter Party or other written contract and the co-assureds shall be deemed to have the same rights, including such rights of limitation and defenses as would have been available to the Member(s) in respect of the incident in question

(ii) Commercial Marine & General Liability Insurance, including Contractual Liability insurance covering the obligations assumed hereunder, as "In Rem" Endorsement, with watercraft exclusions deleted, with a minimum limit of \$5,000,000 USD per occurrence for bodily injury and property damage

(iii) Hull & Machinery Insurance on American Institute Hull Clauses or equivalent for the full actual value of the Vessel(s) owned/operated by Owner. Such Hull & Machinery Insurance shall also include coverage for Removal of Wreck, and, Collision and Tower's Liability subject to a limit of liability of \$5,000,000 USD each vessel, any one accident, and shall be written with navigational limits adequate for Owner to perform the specified Work

(iv) Workers' Compensation insurance as required by law for all employees, and Employer's Liability insurance in an amount not less than \$1,000,000 USD each accident. Such insurance shall provide coverage in the location in which the Work is performed and the location in which Owner is domiciled. If there is an exposure of injury or illness under the U.S. Longshore and Harbor Workers Compensation Act, (including the Outer Continental Shelf Lands Act), the Jones Act, Admiralty Act, Death on the High Seas Act and/or other statutes applicable to maritime employees, Owner agrees to maintain coverage for such injuries or illnesses, to include In Rem coverage, and to provide evidence of such insurance as is applicable

(v) Excess Liability Coverage written endorsement amounts to bring total limits of liability carried by Owner to a minimum of \$10,000,000 USD each occurrence

(vi) The policies of Owner specified in Clauses 25 (c)(ii) and (iii) shall name Charterer as additional assured with a Waiver of Subrogation or equivalent endorsement; however, such extensions of coverage shall not apply with respect to any obligations for which Owner has specifically agreed to indemnify Charterer

The Owners hereby agree to produce the original certificate(s) of insurance maintained hereunder to the Charterers or their appointed representatives when requested to do so. 419  
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Commencement of loading under this Charter Party without receipt of the aforesaid Certificates shall not constitute a waiver of the obligation of either party to maintain the requisite insurance coverage and to provide the other party with such certificates. If either party fails to procure and/or maintain any of the insurance required of such party pursuant to the provisions of this Charter Party, such party shall indemnify the other party to the extent such other party suffers or incurs loss, damage, liability or expense which would not have been suffered or incurred by such party except for such failure. If either party shall, by any act or omission, vitiate or invalidate any of the insurance above mentioned, it shall indemnify the other party to the extent such other party would have been covered or protected by such insurance.

27. **Himalaya Cargo Clause** 421  
It is hereby expressly agreed that no servant or agent of the Owners (including every independent contractor 422  
from time to time employed by the Owners) shall in any circumstances whatsoever be under any liability 423  
whatsoever to the Shipper, Consignee or owner of the Cargo or to any Holder of the Bill of Lading for any 424  
loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or 425  
default on their part while acting in the course of or in connection with their employment and, but without 426  
prejudice to the generality of the foregoing provisions in this Clause, every exemption, limitation, condition 427  
and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever 428  
nature applicable to the Owners or to which the Owners are entitled hereunder shall also be available and 429  
shall extend to protect every such servant or agent of the Owners acting as aforesaid and for the purpose of 430  
all the foregoing provisions of this Clause the Owners are or shall be deemed to be acting as agent or trustee 431  
on behalf of and for the benefit of all persons who are or might be their servants or agents from time to time 432  
(including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed 433  
to be parties to this Charter Party. 434

The Owners shall be entitled to be paid by the Shipper, Consignee, owner of the Cargo and/or Holder of the 435  
Bill of Lading (who shall be jointly and severally liable to the Owners therefor) on demand any sum recovered 436  
or recoverable by either such Shipper, Consignee, owner of the Cargo and/or Holder of the Bill of Lading or 437

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	any other from such servant or agent of the Owners for any such loss, damage, delay or otherwise	438
<b>28.</b>	<b>Salvage</b>	439
	The Owners shall waive their right to claim any award for salvage performed on property owned by or contracted to the Charterers, always provided such property was the object of the operation the Vessel was chartered for, and the Vessel shall remain on hire when rendering salvage services to such property. This waiver is without prejudice to any right the Vessel's Master, officers and crew may have under any title	440 441 442 443
	If the Owners render assistance to such property in distress on the basis of "no claim for salvage", then, notwithstanding any other provisions contained in this Charter Party and even in the event of neglect or default of the Owners, Master, officers or crew:	444 445 446
	(a) The Charterers shall be responsible for and shall indemnify the Owners against payments made, under any legal rights to the Master, officers and crew in relation to such assistance	447 448
	(b) The Charterers shall be responsible for and shall reimburse the Owners for any loss or damage sustained by the Vessel or her equipment by reason of giving such assistance and shall also pay the Owners' additional expenses thereby incurred.	449 450 451
	(c) The Charterers shall be responsible for any actual or potential spill, seepage and/or emission of any pollutant howsoever caused occurring within the offshore site and any pollution resulting therefrom wheresoever it may occur and including but not limited to the cost of such measures as are reasonably necessary to prevent or mitigate pollution damage, and the Charterers shall indemnify the Owners against any liability, cost or expense arising by reason of such actual or potential spill, seepage and/or emission	452 453 454 455 456
	(d) The Charterers shall indemnify the Owners against any liability, cost and/or expense whatsoever in respect of any loss of life, injury, damage or other loss to person or property howsoever arising from such assistance.	457 458 459
<b>29.</b>	<b>Both-to-Blame Collision Clause</b>	460
	If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, mariner, pilot or the servants of the Owners in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Owners against all loss or liability to the other of non-carrying vessel or her Owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of the said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or Owners.	461 462 463 464 465 466 467
	The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.	468 469 470
<b>30.</b>	<b>General Average and New Jason Clause</b>	471
	General average shall be adjusted and settled in London unless otherwise stated in <a href="#">Box 26</a> , according to the York/Antwerp Rules, 1994, but if, notwithstanding the provisions specified in <a href="#">Box 26</a> , the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:	472 473 474
	"In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, Owners are not responsible, by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with Owners in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. If a salvaging vessel is owned or operated by Owners, salvage shall be paid for as fully as if the said salvaging vessel or vessels belonged to strangers. Such deposit as Owners, or their agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to Owners before delivery."	475 476 477 478 479 480 481 482 483 484
<b>31.</b>	<b>War Risks (VOYWAR 2004)</b>	485
	(a) For the purpose of this Clause, the words:	486
	(i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and	487 488

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(ii) "War Risks" shall include any actual, threatened or reported	489
War, act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, laying of mines,	490
acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against	491
all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes	492
or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any	493
state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous	494
or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the	495
Vessel.	496
(b) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of	497
the Master and/or the Owners, performance of the Charter Party, or any part of it, may expose, or is likely	498
to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may	499
give notice to the Charterers cancelling this Charter Party, or may refuse to perform such part of it as may	500
expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War	501
Risks, provided always that if this Charter Party provides that loading or discharging is to take place within	502
a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other	503
persons onboard the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners	504
shall first require the Charterers to nominate any other safe port which lies within the range for loading or	505
discharging, and may only cancel this Charter Party if the Charterers shall not have nominated such safe	506
port or ports within 48 hours of receipt of notice of such requirement.	507
(c) The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for	508
any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through	509
any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either	510
after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of	511
the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her	512
cargo (or any part thereof), crew or other persons, on board the Vessel (or any one or more of them) may	513
be, or are likely to be, exposed to War Risks, if it should so appear, the Owners may by notice request the	514
Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of	515
the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge	516
the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Charter	517
Party. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge	518
and, if the discharge takes place at any port other than the loading port, to receive the full freight as though	519
the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional	520
freight which shall be the same percentage of the freight contracted for as the percentage which the extra	521
distance represents to the distance of the normal and customary route, the Owners having a lien on the	522
cargo for such expenses and freight.	523
(d) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable	524
judgement of the Master and/or the Owners, the Vessel, her cargo, crew or other persons on board the Vessel	525
may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway)	526
which is normally and customarily used in a voyage of the nature contracted for, and there is another longer	527
route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In	528
this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight	529
which shall be the same percentage of the freight contracted for as the percentage which the extra distance	530
represents to the distance of the normal and customary route.	531
(e) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and	532
their other interests (including, but not limited to, loss of earnings and detention, the crew and their	533
Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account.	534
(ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant	535
to the Charterers' orders, or in order to fulfil the Owners' obligation under this Charter Party, the Vessel is	536
within, or is due to enter and remain within, or pass through any area or areas which are specified by such	537
Underwriters as being subject to additional premiums because of War Risks, then the actual premiums	538
and/or calls paid shall be reimbursed by the Charterers to the Owners within 14 days after receipt of the	539
Owners' invoice. If the Vessel discharges all of her cargo within an area subject to additional premiums	540
as herein set forth, the Charterers shall reimburse the Owners for the actual additional premiums paid	541
which may accrue from completion of discharge until the Vessel leaves such area or areas referred to	542
above. The Owners shall leave the area as soon as possible after completion of discharge.	543
(f) The Vessel shall have liberty-	544

**PART II**  
**HEAVYCON 2007 - Standard Heavylift Charter Party**

(i)	to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any way whatsoever which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions.	545 546 547 548 549
(ii)	to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance.	550 551
(iii)	to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement.	552 553 554 555
(iv)	to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier.	556 557
(v)	to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions.	558 559
(vi)	where cargo has not been loaded or has been discharged by the Owners under any provisions of this clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.	560 561 562
(g)	If in compliance with any of the provisions of sub-clauses (b) to (e) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Charter Party.	563 564 565
<b>32.</b>	<b>Limitation of Liability</b> Any provisions of this Charter Party to the contrary notwithstanding, the Owners shall have the benefit of all limitations of, and exemptions from, liability accorded to the owners or chartered owners of vessels by any applicable statute or rule of law for the time being in force, and the same benefits to apply regardless of the form of signatures given to this Charter Party.	566 567 568 569 570
<b>33.</b>	<b>Interest</b> If any amounts due under this Charter Party are not paid when due, then interest at the rate of 1.5% per month or pro rata for part of a month shall be paid on all such amounts until payment is received.	571 572 573
<b>34.</b>	<b>Agency</b> The Vessel shall be addressed to Owners' agents at port(s) of loading and discharging.	574 575
<b>35.</b>	<b>Brokerage</b> The Owners shall pay a brokerage at the rate stated in <a href="#">Box 28(i)</a> to the Broker(s) mentioned in <a href="#">Box 28(ii)</a> on any freight, demurrage, mobilisation fee, demobilisation fee and/or termination fee paid under this Charter Party.  If the full amounts as aforesaid are not paid owing to breach of this Charter Party by either of the parties, the party liable therefor shall indemnify the Broker(s) against his or their loss of brokerage.	576 577 578 579  580 581
<b>36.</b>	<b>BIMCO ISPS/MTSA Clause for Voyage Charter Parties 2005</b>	582
(a)	(i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and "the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Owners shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the "Owner" (as defined by the MTSA).	583 584 585 586 587 588
(ii)	Upon request the Owners shall provide the Charterers with a copy of the relevant International Ship Security Certificate (or the Intern International Ship Security Certificate) and the full style contact details of the Company Security Officer (CSO).	589 590 591
(iii)	Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Owners or "the Company"/"Owner" to comply with the requirements of the	592 593

**PART II**  
**HEAVYCON 2007 - Standard Heavylift Charter Party**

	ISPS Code/MTSA or this Clause shall be for the Owners' account, except as otherwise provided in this Charter Party	594 595
(b)	(i) The Charterers shall provide the Owners and the Master with their full style contact details and, upon request, any other information the Owners require to comply with the ISPS Code/MTSA.	596 597
	(ii) Loss, damages or expense (excluding consequential loss, damages or expense) caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account, except as otherwise provided in this Charter Party, and any delay caused by such failure shall count as laytime or time on demurrage.	598 599 600 601
(c)	Provided that the delay is not caused by the Owners' failure to comply with their obligations under the ISPS Code/MTSA, the following shall apply	602 603
	(i) Notwithstanding anything to the contrary provided in this Charter Party, the Vessel shall be entitled to tender Notice of Readiness even if not cleared due to applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS Code/MTSA.	604 605 606
	(ii) Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS Code/MTSA shall count as laytime or time on demurrage, unless such measures result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers.	607 608 609 610
(d)	Notwithstanding anything to the contrary provided in this Charter Party, any costs or expenses whatsoever solely arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, vessel escorts, security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.	611 612 613 614 615 616 617
(e)	If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.	618 619
<b>37.</b>	<b>Double Banking</b>	<b>620</b>
	(a) The Charterers shall have the right, where and when it is customary and safe for vessels of similar size and type to do so, to perform the loading and/or discharging operations while the Vessel lies or remains alongside another vessel or vessels of any size or description whatsoever or to order such vessels to come and remain alongside at such safe dock, wharf, anchorage or other place for transhipment, loading or discharging of the Cargo.	621 622 623 624 625
	(b) The Charterers shall pay for and provide such assistance and equipment as may be required to enable any of the operations mentioned in this clause safely to be completed and shall give the Owners such advance notice as they reasonably can of the details of any such operations.	626 627 628
	(c) Without prejudice to the generality of the Charterers' rights under (a) and (b) it is expressly agreed that the Master shall have the right to refuse to allow the Vessel to perform as provided in (a) and (b) if in his reasonable opinion it is not safe so to do.	629 630 631
	(d) The Owners shall be entitled to insure any deductible under the Vessel's hull policy and the Charterers shall reimburse the Owners any additional premium(s) stated in <a href="#">Box 27(ii)</a> required by the Vessel's Underwriters and/or the costs stated in <a href="#">Box 27(iii)</a> of insuring any deductible under the Vessel's hull policy.	632 633 634
<b>38.</b>	<b>Confidentiality</b>	<b>635</b>
	All information or data provided or obtained in connection with the performance of this Charter Party is and shall remain confidential and not be disclosed without the prior written consent of the other party except as may be required by either party to comply with their obligations under this Charter Party. The parties shall use their best efforts to ensure that such information shall not be disclosed to any third party by any of their sub-contractors, employees and agents. This Clause shall not apply to any information or data that has already been published or is in the public domain.	636 637 638 639 640 641
	All information and data provided by a party is and shall remain the property of that party.	642

**PART II**  
**HEAVYCON 2007 - Standard Heavylift Charter Party**

<b>39. BIMCO Dispute Resolution Clause</b>	<b>643</b>
(a) *This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.	644 645 646 647
The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.	648 649
The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.	650 651 652 653 654 655 656 657 658
Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.	659 660
In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	661 662 663
(b) *This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final and for the purposes of enforcing any award judgment may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	664 665 666 667 668 669
In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.	670 671 672 673
(c) *This Charter Party shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.	674 675 676
(d) Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Charter Party.	677 678
In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:	679 680
(i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.	681 682 683
(ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.	684 685 686 687 688 689
(iii) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.	690 691 692
(iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.	693 694
(v) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into	695 696

**PART II**  
**HEAVYCON 2007 - Standard Heavylift Charter Party**

	account when setting the timetable for steps in the arbitration.	697
	(vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.	698 699
	(vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.	700 701 702
	(Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)	703
	If <u>Box 29</u> is not appropriately filled in, <u>sub-clause (a)</u> of this Clause shall apply. <u>Sub-clause (d)</u> shall apply in all cases.	704 705
	* <u>Sub-clauses (a), (b) and (c)</u> are alternatives, indicate alternative agreed in <u>Box 29</u> .	706
40.	<b>BIMCO Notices Clause</b>	707
	(a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Charter Party shall be in writing.	708 709
	(b) For the purposes of this Charter Party "in writing" shall mean any method of legible communication. A notice may be given by any effective means including, but not limited to, cable, telex, fax, e-mail, registered or recorded mail, or by personal service.	710 711 712
41.	<b>Entire Agreement</b>	713
	This Charter Party, including all Annexes referenced herein and attached hereto, constitutes the entire agreement of the parties and no promise, undertaking, representation, warranty or statement by either party prior to the date of this Charter Party stated in <u>Box 1</u> shall affect this Charter Party. Any modification of this Charter Party shall not be of any effect unless in writing signed by or on behalf of the parties.	714 715 716 717

Attachment A

BIMCO Agreement between Crowley Marine Services Inc. and Humboldt Bay Harbor, Recreation, and Conservation District.

Job # 3155

October 9, 2013

Payment / Invoicing Terms:

Eureka to Tacoma: \$364,000 – Voyage Seattle to Eureka ends with Notice of Arrival, Eureka. Voyage Eureka to Tacoma begins with Notice of Cargo Completion to Notice of Arrival, Tacoma.

Eureka to Longview: \$396,000 - Voyage Seattle to Eureka ends with Notice of Arrival, Eureka. Voyage Eureka to Longview begins with Notice of Cargo Completion to Notice of Arrival, Longview.

Total Estimated Costs for all 3 voyages: \$1,124,000

Tug and Barge Demurrage Rate: \$18,500 per day

Included in the Voyage Costs: Pilotage, Assist Tugs, cargo hose and normal fittings, and fuel based on \$3.50 per gallon to be adjusted based on the actual purchase price.

Not included in the Voyage Costs: Engineering work needed for the barge in preparation for the load, stevedoring fees, dockage, wharfage, surveys, or all-risk cargo insurance. Any and all goods or services provided by Owner's on Charterer's behalf shall be charged at cost plus 15%.

Charterer is responsible for providing an approved marine header at the loading and discharge facilities, and shoreside personnel to pump or receive the cargo. Owner is responsible for providing a marine cargo hose and barge Tankerman.

Cargo Operations Manager: \$1,500 per day plus travel and expenses for the duration of the charter.

Tank cleaning estimate: \$98,000, Actual cost of tank cleaning will be a pass-through cost provided for Owner on Charterer's behalf and re-billed to Charterer.



COMMISSIONERS  
1st Division  
Aaron Newman  
2nd Division  
Greg Dale  
3rd Division  
Mike Wilson  
4th Division  
Richard Marks  
5th Division  
Patrick Higgins

**HUMBOLDT BAY  
HARBOR, RECREATION, AND CONSERVATION  
DISTRICT**  
(707) 443-0801  
P.O. Box 1030  
Eureka, California 95502-1030



October 10, 2013,

**ADMINISTRATIVE PERMIT**

**RE: Deck Repairs on the Redwood Marine Terminal Berth 2 Dock**

**Administrative Permit No. A-2013-04**

Dear Mr. Crider,

This is to inform you that the Humboldt Bay Harbor, Recreation and Conservation District (District) has approved Administrative Permit A-2013-04 as detailed in the attached Exhibit A for the above referenced purpose, with the following conditions:

1. All construction materials, debris, or waste shall be properly contained, removed from the work site, and disposed of on a regular basis. No construction materials, debris, or waste shall be placed or stored where it may be subject to entering waters of Humboldt Bay or associated intertidal wetland habitats.
2. Following demolition, all trash and construction debris shall be removed from the work area and disposed of only at an authorized disposal site(s).
3. All on-site stockpiles of construction debris shall be covered and contained whenever there is a potential for rain, to prevent polluted water runoff.
4. Throughout the project, a floating boom shall be installed around the project area within the bay to contain any debris that may become inadvertently dislodged during construction. Floating debris must be removed from within the floating boom at the end of each work day and disposed of properly.

5. To prevent and address spills of equipment fuels, lubricants, and similar materials the repair and work shall incorporate the following measures:
  - a. Any fueling, maintenance, and washing of construction equipment shall occur onshore only, within confined areas specifically designed to control runoff, and located more than 100 feet away from the mean high tide line.
  - b. Fuels, lubricants and solvents shall not be allowed to enter the coastal waters or wetlands. All equipment used during construction shall be free of oil and fuel leaks at all times.
  - c. Oil absorbent booms and/or pads shall be on site at all times during project construction and deployed if necessary in the event of a spill.
  - d. All spills shall be reported immediately to the appropriate public and emergency services response agencies.
  - e. Equipment working over tidal waters of the bay shall use non-petroleum hydraulic fluid.
6. That no attempt shall be made by the Permittee to interfere or forbid the full and free use by the public of all navigable waters at or adjacent to the work.
7. Any other permits or approvals required by other agencies must be obtained before commencing work.

Neither the Humboldt Bay Harbor, Recreation and Conservation District, nor its Board of Commissioners, nor any Officer of the District shall be liable to any extent for the injury or damage to any person or property or for the death of any person arising out of or connected with the work authorized by this Permit, and the Permittee shall indemnify and hold this Harbor District, its Commissioners and Officers free and harmless from any liability for any such injury, death or damages.

This Permit is valid as of this date for a period of one (1) year. There is no provision to extend administrative permits, so please plan accordingly to complete the project within this period. Appeals may be made at the next regular session of the Board at 7:00 p.m. in the Woodley Island Marina Meeting Room.

Please sign and return the original of this letter if this Permit and its contents are fully understood and agreed to. A copy is enclosed for your files. The acknowledgement should be returned within ten (10) days following permit issuance.

\_\_\_\_\_  
**Permittee**

\_\_\_\_\_  
**Date**

If there are any questions with regard to this Permit, please contact this office referring to the permit number indicated above.

Sincerely,

Dan Berman  
Director of Conservation

C: Board of Commissioners  
District Counsel  
Conservation Director  
Administrative Assistant

Attachment: Exhibit A, Project Application

COMMISSIONERS  
1st Division  
Aaron Newman  
2nd Division  
Greg Dale  
3rd Division  
Mike Wilson  
4th Division  
Richard Marks  
5th Division  
Patrick Higgins

**HUMBOLDT BAY  
HARBOR, RECREATION, AND CONSERVATION  
DISTRICT**  
(707) 443-0801  
P.O. Box 1030  
Eureka, California 95502-1030



## California Environmental Quality Act Notice of Exemption

**Project Title: Decking Replacement and Repairs on the Redwood Marine Terminal Berth 2 Dock.**

**Project Proponent:**

Humboldt Bay Harbor, Recreation and Conservation District  
601 Startare Dr  
Eureka, Ca 95502  
(707) 443-0801

**Project Summary:** The Humboldt Bay Harbor, Recreation and Conservation District is proposing to repair the outer section of the Redwood Marine Terminal Berth 2 Dock Platform located at 364 Vance Ave., Samoa CA. This repair consists of replacing (with like material) approximately 12,000 square feet of decking. During decking replacement, deteriorated deck stringers may also need to be replaced on an as-needed basis. The project will not involve replacement of any piers, pier caps, bracings, or any members in contact with the water surface. The project does not involve expansion of or change in use of the existing dock. All of the repair activities will be conducted well above mean higher high water. Best Management Practices will be followed during repair work.

**Pertinent California Environmental Quality Act (CEQA) Exemption:** CEQA Guidelines §15301 "Existing Facilities" exempts the repair and maintenance of existing public or private structures, facilities, and mechanical equipment involving negligible or no expansion of use.

**Rationale for Exemption:** This project consists of the repair and maintenance of an existing facility, and does not involve an expansion of the uses of the facility. Therefore, as provided in CEQA Guidelines §15301, the proposed project is exempt because it will consist of repairs and maintenance to an existing facility without expanding the use of the facility.

**Contact:** Dan Berman  
Director of Conservation  
Humboldt Bay Harbor, Recreation and Conservation District

Date 10/10/2013

Signature

A handwritten signature in cursive script that reads "Daniel Berman".

Daniel Berman, Director of Conservation

**Date: October 10, 2013**

**Project: Decking Repairs on the Redwood Marine Terminal Berth 2 Dock**

Project Location and Summary:

The Humboldt Bay Harbor, Recreation and Conservation District (District) is seeking remove and replace approximately 12,000 square feet of the decking and stringers at the Redwood Marine Terminal Berth 2 Dock. The project is located at APN #s 40111211 and 40111212, which are zoned Industrial/Coastal Dependent, and are located over state tidelands granted to the Harbor District. Site plans and photographs are attached.

The western portion of the dock is in good condition, and work will start from this area and proceed from west to east. Work will proceed in sections, with old decking removed and transported to the shore staging area, then replaced with new material to allow the operation to move westwards. Work will involve both hand tools and a small piece of heavy equipment to transport material to and from shore. Materials to be removed consist of timbers and metal fasteners. All efforts will be made to keep material out of the bay, but the entire work area will be boomed off, and the area within the boom will be cleared of all materials using a skiff at the end of each work day, if not more frequently. Decking is assumed to be chemically treated, and will be disposed of accordingly. Any cutting of new treated decking will occur on land.

Aside from retrieval of fallen debris, no part of this project involves replacement or repairs at or below the high tide line.

Debris in the shoreside work area will be covered in the event of rain, and will have coir logs, straw bales, or similar BMPs surrounding the area to avoid contributing pollutants to stormwater runoff.

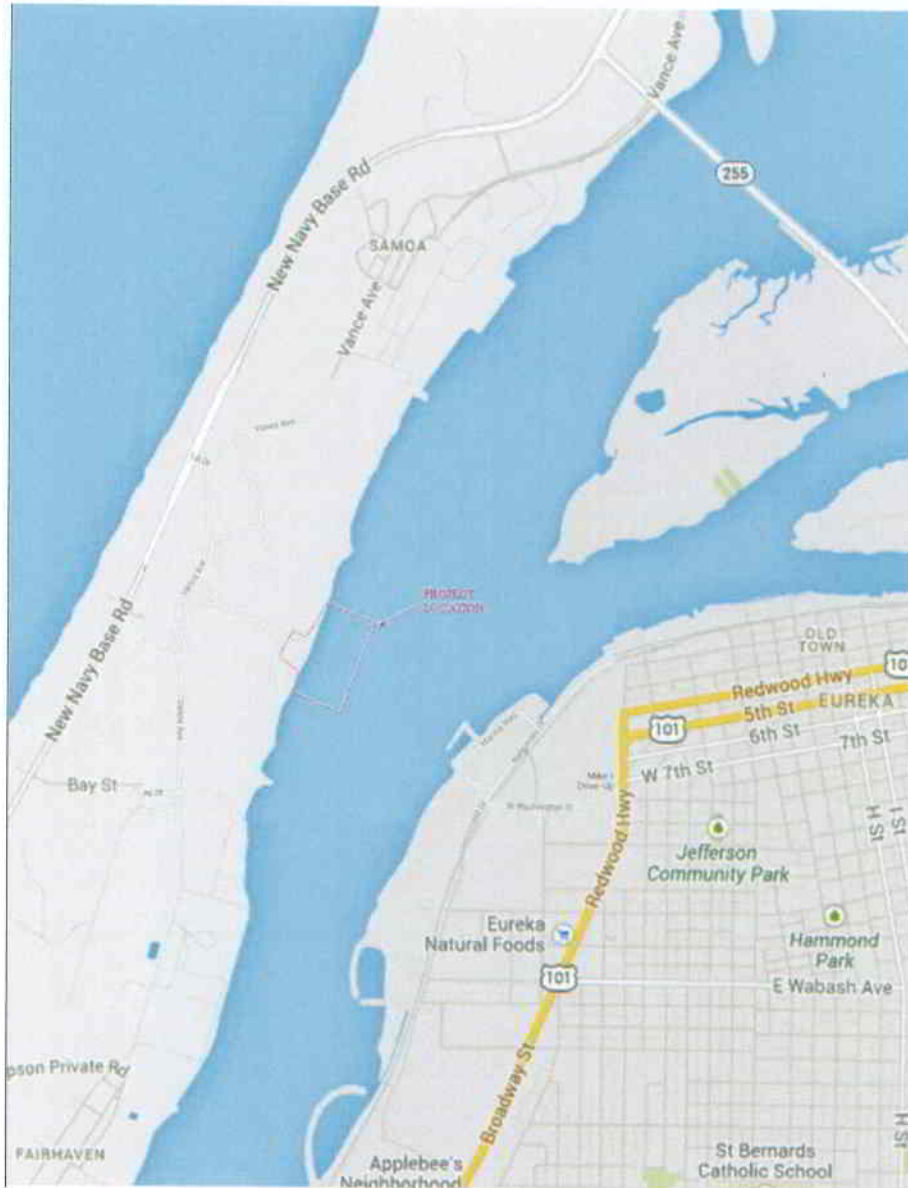


Figure 1 – Project Location



Figure 2 – Project Area Details

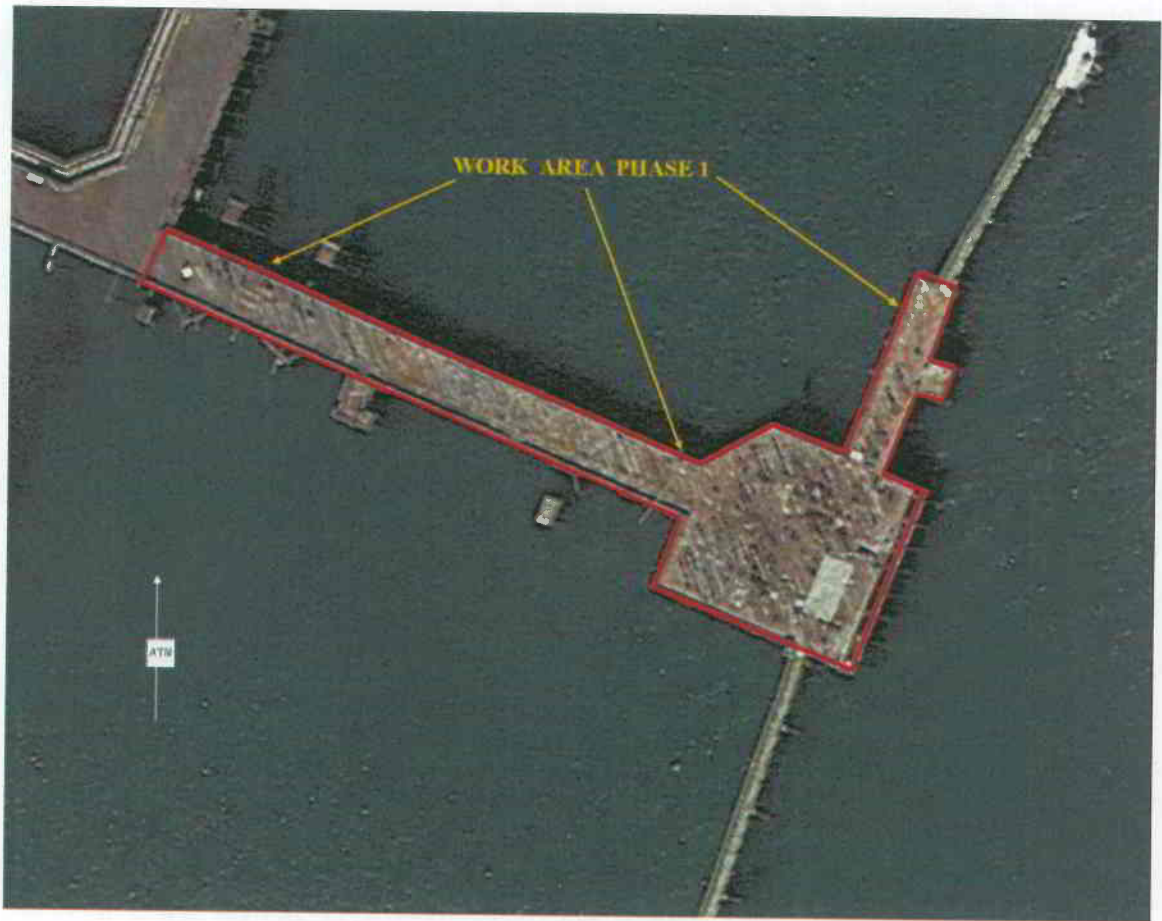


Figure 3 – Initial Work Area





1. Redwood Terminal Berth 2



2. Redwood Terminal Berth 2  
Phase 1 Work Site



3. Phase 1 Work Site from West to East



4. Work Site Piling Structure

Figures 4-7 – Site Pictures