

HUMBOLDT BAY MUNICIPAL WATER DISTRICT
Board of Directors Meeting
September 10, 2026



EcoFlight
August 24, 2026

BOARD OF DIRECTORS

828 Seventh Street, Eureka, CA 95501

Regular and Closed Session Meetings of Thursday, September 10, 2026

PURPOSE	<i>Humboldt Bay Municipal Water District safeguards and sustainably delivers clean and reliable water to our community while protecting our natural resources and providing a resilient water supply for present and future generations.</i>
VISION	<i>An innovative and future-ready water system that equitably and reliably delivers water while enhancing environmental stewardship and community well-being.</i>

MEETING ACCESS & PUBLIC PARTICIPATION

Members of the public may join the meeting online through Microsoft Teams:

<https://teams.microsoft.com/join/283007626948995?p=zXkOQg7KNRRwEjGdlZ>

Meeting ID: 283 007 626 948 995 Passcode: qA7bh2wC

Or participate by phone: +1 323-433-2201 Phone conference ID: 534 302 689#

How to Submit Public Comment: Members of the public may provide public comments via email until 5 p.m. the day before the Board Meeting by sending comments to office@hbmwd.com. Email comments must identify the agenda item in the subject line. Written comments may also be mailed to 828 7th Street, Eureka, CA 95501, and should identify the agenda item number. Comments may also be made in person at the meeting.

Remote Access Disclaimer: In-person attendance at the posted meeting location is encouraged and should be prioritized whenever possible. Remote access is provided as a courtesy to facilitate public access and participation. Technical issues, including interruptions to internet, telephone, or online meeting access, may occur. Unless continuation or suspension of the meeting is required by the Brown Act or other applicable law, technical issues affecting remote access will not prevent the Board from continuing with the meeting or taking action on agenda items.

Recording of Meeting: This meeting may be recorded to assist in the preparation of minutes. District-made recordings of open and public meetings are public records subject to inspection and may be erased or destroyed after 30 days, consistent with Government Code section 54953.5 and the District's records retention policy.

Document Availability: Materials related to an item on this agenda that have been submitted to the HBMWD Board of Directors within 72 hours prior to this meeting are available for public inspection at the HBMWD Office, 828 7th Street, Eureka, California, during normal business hours, and can be viewed at www.hbmwd.com.

Disability Notice: In compliance with the Americans with Disabilities Act, if you require a disability-related modification or accommodation to participate in this public meeting, please call (707) 443-5018. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility.

AGENDA

REGULAR BUSINESS MEETING

Thursday, September 10, 2026 • 1:00 p.m. • 828 7th Street, Eureka, CA 95501

1. CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance
3. Accept Agenda

2. PUBLIC COMMENT

Members of the public are invited to address the Board on items not listed on the agenda that are within the scope and jurisdiction of the District. The public may also request that an item on the Consent Calendar be pulled and discussed separately. At the discretion of the President, comments may be limited to three minutes per person. Under the Brown Act, the Board may not take action on any item that does not appear on the agenda and is limited to a brief response, clarifying questions, or referral to staff. Public comment on action items will be received before or during the Board's consideration of the item.

3. CONSENT CALENDAR

These matters are routine in nature and are usually approved by a single combined motion unless an item is pulled for discussion.

1. Approve the Draft Minutes of the Regular Board Meeting of August 13, 2026
2. Approval of Amendment No. 2 to Agreement No. 25-0772 with GFT Infrastructure, Inc. for the R.W. Matthews Dam FERC Part 12D Comprehensive Assessment
3. Approve Additional Reallocation of FY26 Project Funds
4. Authorization for the General Manager to Execute Contracts, in a Combined Amount Not to Exceed \$220,000, for Crane, Underwater Divers, Specialty Structural Repair, and Environmental Consulting Services to Complete Repairs at Ranney Collector Well No. 5.
5. Informational Memo - Ruth Lake Summer Festival – Gift Basket Donation and Appreciation
6. Informational Memo - Samoa Peninsula Waterline Right-of-Way Maintenance Project – Draft Environmental Impact Report Public Review
7. Discuss and Consider Approval of SB 827 Required Fiscal & Financial Training – October 27, 2026

4. PRESENTATIONS

None.

5. DISCUSSION AND ACTION

1. Discuss and Consider Approval of Adoption of Resolution 2026-09 – Recognizing and Honoring the Career and Service of Dale. H. Davidsen

2. Discuss and Consider Approval of Adoption of Board Policy 3510 (Workplace Illness and Injury Prevention Program) and Board Policy 3525 (Workplace Violence Prevention Policy)
3. Discuss and Approve the August Financial Statement & Vendor Detail Report
4. Discuss and Consider Approval of Opposition to Proposed Rescission of the 2001 Roadless Area Conservation Rule
5. Informational Memo - Award of North Coast Resource Partnership Technical Assistance Grant, Baduwa't Watershed Resilience Initiative
6. Discuss and consider Approval of resolution 2026-11 – Authorizing a Funding Agreement with the California Department of Fish and Wildlife for the Oil Spill Response Equipment Staging Project, Trinity County
7. Discuss and Consider Approval of Items Pulled from Consent Calendar

6. REPORTS

1. Staff Reports
 - a. Operations & Maintenance Report
 - b. Management Report
2. Active Ad-Hoc Committee Reports
3. Director Reports — General Director Comments
 - a. Vice-President Woo
 - b. Director Stevens
 - c. Director Rupp
 - d. President Fuller
4. Organizations on which HBMWD Serves
 - a. Association of CA Water Agencies (ACWA)
 - b. Association of CA Water Agencies/Joint Powers Insurance Authority (ACWA-JPIA)

7. DISCUSSION OF FUTURE AGENDA ITEMS

1. Information Management System
2. Artificial Intelligence Policy

8. ADJOURNMENT

The next Regular Meeting of the Board of Directors will be held at 1:00 p.m. on Thursday, October 8, 2026.

BOARD STAFF REPORT

Board Meeting Date	September 10, 2026
Type of Meeting	Regular Business Session
Agenda Item No.	3.1
Agenda Item	August 13, 2026, Regular Board Meeting Minutes
Presented By	Contessa Dickson, Board Secretary
Type of Item	ACTION
Type of Action	Consent Calendar – General Vote
Applicable Board Policy	Policy 4220 – Minutes of the Board

RECOMMENDATION

Staff recommend the Board consider approval of the Draft Minutes of the Board of Directors for August 13, 2026, Regular Meeting.

DISCUSSION

The Draft Minutes of August 13, 2026, Regular Board Meeting Minutes are attached. A reminder that the Minutes are approved by the legislative body, that is the Board of Directors, not individual members of the Board who were present at the Meeting.

STRATEGIC PLAN ALIGNMENT

Governance & Organization.

FISCAL IMPACT

There is no fiscal impact associated with this action.

ENVIRONMENTAL AND LEGAL REVIEW

Not Applicable

ALTERNATIVES

Take no action.

ATTACHMENTS

1. Draft Minutes from August 13, 2026, Regular Board Meeting

BOARD OF DIRECTORS

828 7th Street, Eureka CA 95501

MINUTES

REGULAR MEETING OF THE BOARD OF DIRECTORS

Thursday, August 13, 2026, 1:00 p.m. • 828 7th Street, Eureka, CA 95501

1. CALL TO ORDER

1.1 Roll Call

President Fuller called the meeting to order at 1:00 p.m. Roll call was conducted. Directors Fuller, Stevens, Wheeler, and Woo were present. General Manager Michiko Mares, Director of Operations and Maintenance Dale Davidsen, Deputy Director of Operations and Maintenance Ryan Chairez, Director of Finance and Human Resources Chris Harris, and Board Secretary Contessa Dickson were present. Director Rupp was absent.

1.2 Pledge of Allegiance

President Fuller led the pledge of allegiance.

1.3 Accept Agenda

ACTION: Motion #26-046 to accept the Agenda

Maker: Director Woo

Second: Director Wheeler

Vote: 4-0 to approve

2. PUBLIC COMMENT

No public comment was received.

3. CONSENT CALENDAR

ACTION: Motion #26-047 to approve the Consent Calendar

Maker: Director Woo

Second: Director Wheeler

Vote: 4-0 to approve

1. Approve the Draft Minutes of the Regular Board Meeting of July 9, 2026
2. Informational Memo - Comment Letter on Humboldt Bay Area Plan (HBAP) Public Draft
3. Informational Memo Concerning Watershed Flight and Legislative Briefing with Assemblymember Chris Rogers
4. Informational Memo Samoa Peninsula Water Supply and Infrastructure: Status, Constraints, and Path Forward

5. Informational Memo - Notification of Subrecipient Allocation – FFY 2024 State and Local Cybersecurity Grant Program (SLCGP), Local & Tribal (SL) Program
6. Approve Carry-Over and Reallocation of FY26 Encumbered Project Funds
7. Approve New Job Classification: Electrician and Instrument Technician III (SCADA Specialist)

Vice-President Woo expressed appreciation for the current use and organization of the Consent Calendar.

4. PRESENTATIONS

Non-Action Item

None.

5. DISCUSSION AND ACTION

5.1 Informational Memo Concerning the Former McNamara and Peepe Mill Site

Non-Action Item

Director Woo recused herself due to a conflict of interest.

Ms. Mares provided an update on the former McNamara and Peepe Mill Site, including a July 31 meeting and upcoming water quality testing at Hull Creek. President Fuller discussed ongoing turnover in project management staff and the challenges associated with repeatedly bringing new project managers up to speed.

5.2 Informational Memo Super El Nino Outlook for Winter 2026-2027 and District Preparedness

Non-Action Item

Ms. Mares presented an update on the Super El Niño outlook and District preparedness. She expressed concern regarding the number of separate emergency notification systems used by different agencies and jurisdictions for events such as fires, earthquakes, and flooding, which can make it difficult to receive consistent and timely information. She recommended utilizing Trinity County's emergency notification system and reported that staff are coordinating with DWR regarding additional gauge stations and flood monitoring. Staff will continue to keep the Board updated. Director Wheeler noted that the upcoming EcoNews Report will highlight this topic.

5.3 Discuss and Consider Approval of District Counsel Memorandum Regarding HTRA Request for Donation of a Portion of APN 020-330-005 for the Trinity Resilience Center

ACTION: Motion #26-048 to approve District Counsel Memorandum Regarding HTRA Request for Donation of a Portion of APN 020-330-005 for the Trinity Resilience Center.

Maker: Director Wheeler

Second: Director Woo

Vote: 4-0 to approve

District Counsel Ryan Plotz attended for this item, along with a representative from the Trinity Resilience Center. Director Stevens expressed appreciation for the memorandum and the framework it provided for considering the request. Director Wheeler encouraged the District to consider flexibility regarding

reimbursement of costs, recognizing HTRA's reliance on grant funding. Ms. Mares discussed limitations under Ordinance 16.

After discussion, the Board approved the District Counsel memorandum regarding HTRA's request for donation of a portion of APN 020-330-005 for the Trinity Resilience Center. Direction was provided to continue moving the request forward consistent with the framework outlined in the memorandum, discuss the proposal with the Ruth Lake Community Services District Board at the upcoming Joint Board Meeting, consider available flexibility regarding reimbursement of District costs, and return to the Board with an update within the next few months.

5.4 Discuss and Consider Authorization to Submit a DWR Grant Application for the Reservoir Gaging at Ungated Spillways (RGUS) Project

ACTION: Motion #26-049 to adopt Resolution No. 2026-08 authorizing the submittal of a DWR grant application for the RGUS Project.

Maker: Director Woo

Second: Director Stevens

Director Stevens: Aye

Director Fuller: Aye

Director Woo: Aye

Director Wheeler: Aye

Vote: 4-0 to approve by roll call vote

Ms. Mares presented the item and explained that the DWR grant program provides funding for real-time reservoir elevation monitoring at qualifying dams with ungated spillways. The proposed project would install a real-time reservoir elevation gauge at R.W. Matthews Dam and integrate the data with the California Data Exchange Center (CDEC), improving monitoring during high-flow events and supporting dam safety and emergency preparedness. Director Woo asked whether staff were continuing to evaluate additional gauge locations around Ruth Lake. Ms. Mares reported that staff have met with DWR Flood Control regarding additional grant opportunities and noted that the long-term maintenance of monitoring equipment can be a greater consideration than the initial installation cost. After discussion, the Board adopted Resolution No. 2026-08 authorizing the submittal of a DWR grant application for the RGUS Project.

5.5 Discuss and Consider Approval of July Financial Statement & Vendor Detail Report

ACTION: Motion #26-050 to approve July Financial Statement & Vendor Detail Report in the amount of \$1,655,285.90.

Maker: Director Stevens

Second: Director Wheeler

Vote: 4-0 to approve

Ms. Harris presented the July Financial Statement & Vendor Detail Report, noting approximately \$660,000 in the general account, \$13 million in investments, \$5.3 million in advance charges, and \$5.7 million in general reserves. After discussion, the Board approved the July Financial Statement & Vendor Detail Report in the amount of \$1,655,285.90.

6. REPORTS

1. Staff Reports

Non-Action Item

a. Operations & Maintenance Report

Mr. Davidsen presented the July Operations & Maintenance Report. He provided updates on Ruth Lake conditions, hydroelectric generation, and domestic water operations, noting that water quality standards continued to be met. He also reported on the FERC Part 12D Comprehensive Assessment activities, Collector #4 concrete inspection, progress on the Ruth Lake decontamination station, TRF generator operational readiness testing, and other ongoing maintenance and infrastructure projects.

b. Management Report

Ms. Mares presented the General Manager's Report, providing updates on regulatory compliance, permitting, infrastructure reliability, emergency preparedness, and strategic initiatives. She reported that the District provided reliable water service with no unplanned outages and remained in compliance with all state and federal drinking water regulations. She also provided updates on FERC-related activities, emergency preparedness efforts, the Dunes Maintenance Right-of-Way EIR, digital transformation efforts, and development of the District's Health and Safety Policies. Ms. Mares reported that the three-week FERC Part 12D Comprehensive Assessment and Risk Workshop concluded on July 17 and that FERC staff commended the District for its diligent maintenance of R.W. Matthews Dam, the spillway, and ancillary equipment.

2. Active Ad-Hoc Committee Reports

a. GM Evaluation Committee

President Fuller reported that the General Manager Appraisal Committee met with the consultant regarding Phase 2 of the General Manager evaluation process. The committee will continue working with the consultant on next steps.

3. Director Reports

a. Vice-President Woo

Vice-President Woo thanked Ms. Mares for her responsiveness after a retired engineer contacted her regarding an article he had seen. Vice-President Woo forwarded the inquiry to Ms. Mares, who followed up on the matter.

b. Director Wheeler

No comment.

c. Director Stevens

Regular Meeting of the Board of Directors Minutes

August 13, 2026

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Director Stevens thanked District staff for providing information that underscored the importance of the District's infrastructure. She also reported that she filed for reelection and that no other candidates filed for the seat.

d. President Fuller

President Fuller announced that she will not be seeking reelection to the District Board and has filed as a candidate for the Humboldt Bay Harbor, Recreation and Conservation District Board. She noted that her final HBMWD Board meeting will be in November.

4. Organizations on Which HBMWD Serves

a. Association of CA Water Agencies (ACWA)

Director Rupp was absent; therefore, no update was provided.

b. Association of CA Water Agencies/Joint Powers Insurance Authority (ACWA-JPIA)

Director Rupp was absent; therefore, no update was provided.

7. DISCUSSION OF FUTURE AGENDA ITEMS

Non-Action Item

a. Information Management System

No update.

b. Artificial Intelligence Policy

No update.

8. ADJOURNMENT

The meeting adjourned at 2:13 p.m.

Attest:

Michelle Fuller, Board President

Contessa Dickson, Board Secretary

BOARD STAFF REPORT

Board Meeting Date	September 10, 2026
Type of Meeting	Regular Business Session
Agenda Item No.	3.2
Agenda Item	Approval of Amendment No. 2 to Agreement No. 25-0772 with GFT Infrastructure, Inc. for the R.W. Matthews Dam FERC Part 12D Comprehensive Assessment
Presented By	Michiko Mares, P.E., General Manager
Type of Item	ACTION
Type of Action	General Vote – Consent Calendar
Applicable Board Policy	Not Applicable. Federal Energy Regulatory Commission (FERC) Part 12D dam safety requirements apply.

RECOMMENDATION

Staff recommends that the Board of Directors approve Amendment No. 2 to Agreement No. 25-0772 with GFT Infrastructure, Inc., increasing the contract amount by \$224,182, from \$538,621 to a revised not-to-exceed amount of \$762,803, for the additional scope of work described below, and authorize the General Manager to execute the amendment.

BACKGROUND

The R.W. Matthews Dam impounds Ruth Lake on the Baduwa’t (Mad River) and is the foundation of the District’s water supply. As a jurisdictional hydropower project, the dam is regulated by the Federal Energy Regulatory Commission (FERC) and is subject to the FERC Part 12D Comprehensive Assessment, an independent dam safety inspection and evaluation performed by an Independent Consultant on a recurring cycle.

On November 6, 2024, Gannett Fleming, Inc. submitted a scope of work, schedule, and fee proposal to prepare the R.W. Matthews Dam FERC Part 12D Comprehensive Assessment. The District subsequently executed Agreement No. 25-0772 (Project No. 25-58-0108) with a contract price of \$538,621 and a completion date of January 31, 2027.

On October 29, 2025, the Board approved Amendment No. 1, which updated the consultant’s company name from Gannett Fleming, Inc. to GFT Infrastructure, Inc. Amendment No. 1 made no change to scope, price, or schedule.

GFT Infrastructure, Inc. has since identified several conditions that required effort beyond that anticipated in the original scope, including the timing and completeness of project-record delivery, additional technical analyses and report revisions, an expanded PFMA and L2RA workshop, and increased coordination among the project participants, necessitating the proposed Amendment No. 2.

DISCUSSION

GFT Infrastructure, Inc. has proposed additional scope to complete the FERC Part 12D Comprehensive Assessment. The proposed additional work is summarized below.

Proposed Additional Scope:

Task 2 – Existing Documentation Review

The Digital Project Archive and updated STID were not completed by others in time to support preparation of the CA-PIPR, and participation in the field inspection and risk workshops. Consequently, project records were provided outside the anticipated structure and required additional effort by GFT to identify, organize, reconcile, and efficiently review the available documentation. This expanded document-management and technical-review effort was necessary to develop an adequate understanding of the Project and support the subsequent CA activities.

Task 3 – Technical Studies

Task 3.1 – Hydrologic Hazard Assessment

The initial scope assumed that HBMWD would provide a reservoir elevation record suitable for development of the hydrologic hazard assessment. During execution of the work, additional effort was required to compile, validate, and evaluate the available hydrologic data in accordance with FERC Engineering Guidelines. The initial reservoir record provided to GFT extended back to 1981, prompting additional coordination and analysis to identify and incorporate supplemental historical information. Subsequently, HBMWD provided an expanded dataset extending the period of record back to 1969, which required updates to previously completed analyses. Additional effort was also necessary to review and reconcile differences between the available HBMWD and USGS datasets, address data quality considerations, and perform sensitivity evaluations of selected historical events to ensure the hydrologic hazard assessment was based on the most technically appropriate information. In addition, GFT's review of the available project information indicated that the existing spillway discharge rating curve may overestimate spillway capacity due to assumptions incorporated into prior analyses. Because spillway capacity is a critical input to the hydrologic hazard assessment and L2RA, GFT developed an updated rating relationship and performed supplemental hydrologic hazard analyses to quantify the impact of the revised spillway capacity on the probabilistic hazard curves and associated loading estimates. These additional evaluations were necessary to support the PFMA and L2RA and resulted in a level of effort greater than that anticipated during development of the original scope and fee.

Upon completion of the CA, GFT will provide HBMWD with digital model files associated with the hydrologic hazard analysis and other relevant supporting files for inclusion in the Project record and future use by HBMWD.

Task 3.2 – Life Loss Consequence Study

The initial scope assumed that the existing two-dimensional HEC-RAS model developed by others for the 2021/2022 dam breach study could be modified with limited effort to evaluate PMF conditions and provide the hydraulic data needed for the HEC-LifeSim consequence analysis. During execution of the work, GFT determined that the model was not sufficiently developed to support PMF simulations or satisfy FERC requirements without additional refinement. As a result, GFT performed significantly more hydraulic modeling than originally anticipated, including numerous updates to the HEC-RAS model and additional dam breach scenario runs. These efforts were necessary to establish technically defensible hydraulic conditions for the consequence assessment, support evaluation of downstream impacts under failure and non-failure conditions, and satisfy applicable FERC Engineering Guidelines. Consequently, the effort required to complete the consequence analysis exceeded the assumptions on which the original scope and fee were based.

Upon completion of the CA, GFT will provide HBMWD with the updated hydraulic model and associated supporting files developed under this task for inclusion in the Project record and future use by HBMWD.

Task 4 – Comprehensive Assessment Pre-Inspection Preparation Report

During preparation of the CA-PIPR, portions of the documentation required to evaluate the Project and complete the report were unavailable or were provided after the corresponding sections had been drafted. In several instances, the IC Team incorporated the best available information and subsequently revised the report when additional or more accurate documentation became available. The staggered delivery of project records required repeated technical review, coordination, and revisions to the CA-PIPR to maintain the accuracy and completeness of the report while meeting the FERC-required submittal date. This effort was beyond that anticipated in the original scope.

Task 6 – PFMA and L2RA Workshop

Although the Facilitation Team structured the workshop to promote efficient evaluation of the identified potential failure modes, the PFMA and L2RA could not be completed within the eight workshop days anticipated in the original scope. An additional five days of virtual sessions was required to complete the evaluations and support documentation in accordance with FERC's *Engineering Guidelines*. The five days included one day of coordination and preparation by the IC Team and Facilitation Team to efficiently pre-develop items for the remaining workshop days, and four workshop days with the IC Team, Facilitation Team, HBMWD, and FERC to finish the estimation of the remaining potential failure modes considered credible.

The breadth and complexity of the potential failure modes also required greater participation by the IC Team's SMEs during both the originally planned sessions and the additional virtual sessions to develop appropriate failure likelihood and consequence estimates, document the

supporting rationale and uncertainties, and identify potential risk-reduction measures. In addition, the number and complexity of the potential failure modes brainstormed and estimated during the additional workshop increased the effort required to prepare the PFMA and L2RA report. The additional workshop duration and SME involvement, and report-preparation effort exceeded the effort anticipated in the original scope.

Task 7 – Comprehensive Assessment Report

The CAR requires incorporation of additional project documentation received after completion of the CA-PIPR, as well as findings developed during the field inspection and the expanded PFMA and L2RA workshop. This information requires the IC Team to revisit and update portions of the technical evaluations and preliminary conclusions documented in the CA-PIPR, reconcile the new information with the existing project record, and revise the corresponding CAR sections, findings, and recommendations. The resulting technical review, coordination, and report-development effort exceeds that anticipated in the original scope.

Task 8 – Project Management / Coordination

Project management and coordination needs have exceeded the level anticipated in the original scope due to the timing and completeness of project record delivery, the additional technical review and report revisions, and the expanded PFMA and L2RA workshop effort. GFT has provided increased coordination to resolve data and technical issues. However, the additional coordination has been invaluable to properly prepare for and support the field inspection and risk workshops, manage the additional week of virtual workshop sessions, and maintain alignment among the interdependent CA tasks. Additional project management and coordination effort is also required through completion of the PFMA and L2RA report, CAR, and CAR Review Meeting activities. The additional budget requested under this scope modification accounts for the additional workshop week and the remaining project management and coordination effort necessary to complete the CA.

Proposed Cost:

The proposed cost for the scope revisions noted above is \$ 224,182.

STRATEGIC PLAN ALIGNMENT

This item advances the FY2027-FY2030 Strategic Plan goals of Infrastructure and Assets and Regulatory Compliance by completing the federally required independent dam safety comprehensive assessment of R.W. Matthews Dam, and supports Water Supply and Reliability by maintaining the integrity of the District's primary source of supply.

FISCAL IMPACT

Approval of Amendment No. 2 would increase the contract price by \$224,182 from \$538,621 to a revised not-to-exceed amount of \$762,803.

The additional cost is proposed to be funded from Advanced Charges Reallocation (Agenda Item #3.3; September 2026) Upon Board approval of the reallocation, this increase is budgeted. There are no rate or reserve implications associated with this action.

ENVIRONMENTAL AND LEGAL REVIEW

The proposed amendment funds professional engineering and dam safety assessment services and does not authorize construction or a physical change to the environment; it is therefore not a project subject to CEQA, or is otherwise exempt.

ALTERNATIVES

1. Approve Amendment No. 2 as recommended (staff recommendation). This authorizes the additional scope and cost necessary to complete the FERC Part 12D Comprehensive Assessment.
2. Approve Amendment No. 2 with modifications. The Board may direct staff to negotiate changes to the proposed scope or cost, which may delay completion of the assessment and jeopardize FERC Part 12D regulatory compliance.
3. Do not approve Amendment No. 2. The additional work would not proceed under the current agreement, which may jeopardize timely completion of the federally required assessment and the District's compliance with FERC Part 12D requirements.

ATTACHMENTS

1. Contract Amendment No. 2 including GFT Infrastructure, Inc. Revised Scope of Work and Fee Proposal

**Professional Services Agreement
(With General & Auto Liability Exposures With Additional Insured Endorsement)**

**HUMBOLDT BAY MUNICIPAL WATER DISTRICT
PO BOX 95, EUREKA CA 95502
828 SEVENTH STREET, EUREKA CA 95501
Telephone (707) 443-5018 - FAX (707) 443-5731**

Some of the important terms of this agreement are printed on Page 2 & 3. For your protection, make sure that you read and understand all provisions before signing. The terms on Page 2 & 3 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: <u>GFT Infrastructure, Inc.</u>	DATE: <u>September 10, 2026</u>
<u>1420 Rocky Ridge Dr. Ste. 380</u>	Agreement No. <u>25-0772</u>
<u>Roseville, CA 95661</u>	Project # <u>25-58-0108</u>
	<u>Amendment #2</u>

The undersigned Consultant offers to furnish the following: Preparation of the R.W. Matthews Dam FERC Part 12D Comprehensive Assessment per the attached scope of work, schedule, and fee proposal dated November 6, 2024.

Amendment #1 updates company name from Gannett Fleming to GFT Infrastructure, Inc. No other changes were made.

Amendment #2 increases contract price by \$224,182 for a total contract price of \$762,803 per attached Revised Scope and Fee Proposal dated August 31, 2026.

Contract price \$ \$ 762,803

Completion date January 31, 2027

Instructions: Sign and return original. Upon acceptance by Humboldt Bay Municipal Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below, the names of your authorized representative(s).

Accepted: Humboldt Bay Municipal
Water District

Consultant: GFT Infrastructure, Inc.

By _____

By _____

Title General Manager

Title _____

Other authorized representative(s):
Dale Davidsen, Director of O&M

Other authorized representative(s):

Consultant agrees with Humboldt Bay Municipal Water District that:

- a. For claims related to the Consultant's performance of professional services, to the fullest extent permitted by law, Consultant will indemnify and hold harmless Humboldt Bay Municipal Water District, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons to the extent that they arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to Humboldt Bay Municipal Water District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Other than for claims related to the Consultant's performance of professional services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless Humboldt Bay Municipal Water District, its directors, officers, employees and authorized volunteers from all claims and demands of all persons to the extent that they arise out the negligent performance of the work or furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property.
- c. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.
- d. Consultant will file with Humboldt Bay Municipal Water District, before beginning professional services, a certificate of insurance satisfactory to the Humboldt Bay Municipal Water District evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to Humboldt Bay Municipal Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by Humboldt Bay Municipal Water District. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
- e. Consultant will file with Humboldt Bay Municipal Water District, before beginning professional services, certificates of insurance satisfactory to Humboldt Bay Municipal Water District evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to Humboldt Bay Municipal Water District. The general liability coverage is to state or be endorsed to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Humboldt Bay Municipal Water District, its directors, officers, employees, or authorized volunteers shall not contribute to it". The general liability coverage shall give Humboldt Bay Municipal Water District, its directors, officers, employees, and authorized volunteers additional insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by Humboldt Bay Municipal Water District. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
- f. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Humboldt Bay Municipal Water District no later than ten (10) days after the expiration date.
- g. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)."

- h. Payment, unless otherwise specified on Page 1, is to be within 30 days after acceptance of Consultant's invoice by Humboldt Bay Municipal Water District.
- i. Permits required by governmental authorities for Consultant's services will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements. Consultant shall use its professional technical judgment and resources available to assist Humboldt Bay Municipal Water District in obtaining required permits. Nothing in this Agreement shall be construed as a guarantee that Consultant can cause a permit(s) or permit condition(s) to be granted. Moreover, any assistance provided in this regard shall not be construed as advice of counsel.
- j. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Humboldt Bay Municipal Water District. Should Humboldt Bay Municipal Water District authorize a change of scope or additional services, the appropriate amount of payment for such services or extension of time shall be determined at the time of Consultant's and Humboldt Bay Municipal Water District's written approval. Consultant's "authorized representative(s)" has (have) the authority to execute such written change for Consultant.
- k. The applicable standard of care shall be the degree of care and skill ordinarily exercised by members of the same profession practicing under similar conditions at the same time and locality of the Project.
- l. Either party may terminate this Agreement upon ten (10) days' written notice to the other party and Consultant shall be entitled to payment for all professional services provided in accordance with this Agreement up to and including the date of termination.
- m. This Agreement shall be enforced in and governed by the laws of the State where the Project is located.



1420 Rocky Ridge Drive
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Roseville, CA 95661
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August 31, 2026

Ms. Michiko Mares, PE, General Manager
Humboldt Bay Municipal Water District
P.O. Box 95
Eureka, CA 95502
gm@hbmwd.com

**Re: Revised Scope and Fee Proposal
R. W. Matthews Dam Part 12D Comprehensive Assessment
FERC Project No. 3430-CA
Trinity County, California**

Dear Ms. Mares:

GFT Infrastructure, Inc. (GFT) is serving as the Independent Consultant (IC) for the Tenth Part 12D Comprehensive Assessment (CA) of R.W. Matthews Dam and its associated hydroelectric facilities, licensed by the Federal Energy Regulatory Commission (FERC) as Project No. 3430. In accordance with FERC's October 17, 2024 letter, the IC Team is completing the required Part 12D safety inspection, Potential Failure Mode Analysis (PFMA), Level 2 Risk Analysis (L2RA), and Comprehensive Assessment Report (CAR). The CAR is due to FERC on November 1, 2026.

The purpose of this letter is to request HBMWD's authorization of a revised scope of work and associated fee for completing the CA, beyond the scope and fee provided in GFT's letter proposal dated November 6, 2024¹. As the work progressed, GFT and HBMWD identified several conditions that required effort beyond that anticipated in the original scope, including the timing and completeness of project-record delivery, additional technical analyses and report revisions, an expanded PFMA and L2RA workshop, and increased coordination among the project participants.

REVISIONS TO SCOPE OF WORK

The sections below identify the revisions to the level of effort for each affected task.

¹ The original proposal was provided under Gannett Fleming, Inc. and accepted by HBMWD under agreement number 25-0772 on November 25, 2024. On May 30, 2025, Gannett Fleming, Inc. officially changed to GFT Infrastructure, Inc. Subsequently, GFT's name was updated with HBMWD via modification to agreement 25-0772 on October 29, 2025.

Task 1 – Inspection Plan

No revisions to Task 1 are requested.

Task 2 – Existing Documentation Review

The Digital Project Archive and updated STID were not completed by others in time to support preparation of the CA-PIPR, and participation in the field inspection and risk workshops. Consequently, project records were provided outside the anticipated structure and required in additional effort by GFT to identify, organize, reconcile, and efficiently review the available documentation. This expanded document-management and technical-review effort was necessary to develop an adequate understanding of the Project and support the subsequent CA activities.

Task 3 – Technical Studies

Task 3.1 – Hydrologic Hazard Assessment

The initial scope assumed that HBMWD would provide a reservoir elevation record suitable for development of the hydrologic hazard assessment. During execution of the work, additional effort was required to compile, validate, and evaluate the available hydrologic data in accordance with FERC Engineering Guidelines. The initial reservoir record provided to GFT extended back to 1981, prompting additional coordination and analysis to identify and incorporate supplemental historical information. Subsequently, HBMWD provided an expanded dataset extending the period of record back to 1969, which required updates to previously completed analyses. Additional effort was also necessary to review and reconcile differences between the available HBMWD and USGS datasets, address data quality considerations, and perform sensitivity evaluations of selected historical events to ensure the hydrologic hazard assessment was based on the most technically appropriate information. In addition, GFT's review of the available project information indicated that the existing spillway discharge rating curve may overestimate spillway capacity due to assumptions incorporated into prior analyses. Because spillway capacity is a critical input to the hydrologic hazard assessment and L2RA, GFT developed an updated rating relationship and performed supplemental hydrologic hazard analyses to quantify the impact of the revised spillway capacity on the probabilistic hazard curves and associated loading estimates. These additional evaluations were necessary to support the PFMA and L2RA and resulted in a level of effort greater than that anticipated during development of the original scope and fee.

Upon completion of the CA, GFT will provide HBMWD with digital model files associated with the hydrologic hazard analysis and other relevant supporting files for inclusion in the Project record and future use by HBMWD.

Task 3.2 – Life Loss Consequence Study

The initial scope assumed that the existing two-dimensional HEC-RAS model developed by others for the 2021/2022 dam breach study could be modified with limited effort to evaluate PMF conditions and provide the hydraulic data needed for the HEC-LifeSim consequence analysis. During execution of the work, GFT determined that the model was not sufficiently developed to support PMF simulations or satisfy FERC requirements without additional refinement. As a result, GFT performed significantly more hydraulic modeling than originally anticipated, including numerous updates to the HEC-RAS model and additional dam breach scenario runs. These

efforts were necessary to establish technically defensible hydraulic conditions for the consequence assessment, support evaluation of downstream impacts under failure and non-failure conditions, and satisfy applicable FERC Engineering Guidelines. Consequently, the effort required to complete the consequence analysis exceeded the assumptions on which the original scope and fee were based.

Upon completion of the CA, GFT will provide HBMWD with the updated hydraulic model and associated supporting files developed under this task for inclusion in the Project record and future use by HBMWD.

Task 4 – Comprehensive Assessment Pre-Inspection Preparation Report

During preparation of the CA-PIPR, portions of the documentation required to evaluate the Project and complete the report were unavailable or were provided after the corresponding sections had been drafted. In several instances, the IC Team incorporated the best available information and subsequently revised the report when additional or more accurate documentation became available. The staggered delivery of project records required repeated technical review, coordination, and revisions to the CA-PIPR to maintain the accuracy and completeness of the report while meeting the FERC-required submittal date. This effort was beyond that anticipated in the original scope.

Task 5 – Field Inspection

No revisions to Task 5 are requested.

Task 6 – PFMA and L2RA Workshop

Although the Facilitation Team structured the workshop to promote efficient evaluation of the identified potential failure modes, the PFMA and L2RA could not be completed within the eight workshop days anticipated in the original scope. An additional five days of virtual sessions was required to complete the evaluations and support documentation in accordance with FERC's *Engineering Guidelines*. The five days included one day of coordination and preparation by the IC Team and Facilitation Team to efficiently pre-develop items for the remaining workshop days, and four workshop days with the IC Team, Facilitation Team, HBMWD, and FERC to finish the estimation of the remaining potential failure modes considered credible.

The breadth and complexity of the potential failure modes also required greater participation by the IC Team's SMEs during both the originally planned sessions and the additional virtual sessions to develop appropriate failure likelihood and consequence estimates, document the supporting rationale and uncertainties, and identify potential risk-reduction measures. In addition, the number and complexity of the potential failure modes brainstormed and estimated during the additional workshop increased the effort required to prepare the PFMA and L2RA report. The additional workshop duration and SME involvement, and report-preparation effort exceeded the effort anticipated in the original scope.

Task 7 – Comprehensive Assessment Report

The CAR requires incorporation of additional project documentation received after completion of the CA-PIPR, as well as findings developed during the field inspection and the expanded PFMA and L2RA workshop. This information requires the IC Team to revisit and update portions of the technical evaluations and preliminary conclusions documented in the CA-PIPR, reconcile the new information with the existing project record, and

revise the corresponding CAR sections, findings, and recommendations. The resulting technical review, coordination, and report-development effort exceeds that anticipated in the original scope.

Task 8 – Project Management / Coordination

Project management and coordination needs have exceeded the level anticipated in the original scope due to the timing and completeness of project record delivery, the additional technical review and report revisions, and the expanded PFMA and L2RA workshop effort. GFT has provided increased coordination to resolve data and technical issues. However, the additional coordination has been invaluable to properly prepare for and support the field inspection and risk workshops, manage the additional week of virtual workshop sessions, and maintain alignment among the interdependent CA tasks. Additional project management and coordination effort is also required through completion of the PFMA and L2RA report, CAR, and CAR Review Meeting activities. The additional budget requested under this scope modification accounts for the additional workshop week and to appropriately account for the remaining effort necessary to complete the CA.

ESTIMATED SCHEDULE

The project milestone schedule was developed based on a final CAR due to FERC on November 1, 2026. The revised scope and remaining project activities will continue to be managed to support HBMWD's submittal of the final CAR to FERC by November 1, 2026. Although the additional effort described above affects the level of effort required to complete several tasks, GFT does not currently anticipate that it will affect the revisions noted above to impact this FERC-required submittal date requirement.

ESTIMATED FEES

Based on the Scope of Work and Estimated Schedule, we estimate the following fees:

Activity	Initial Estimated Fees	Revised Estimated Fees
Task 1.0 – Inspection Plan	\$ 9,988	\$ 9,988
Task 2.0 – Existing Documentation Review	\$ 48,824	\$ 73,881
Task 3.0 – Technical Studies	\$ 42,968	\$ 75,736
Task 4.0 – CA-PIPR	\$ 92,320	\$ 133,927
Task 5.0 – Field Inspection	\$ 124,709	\$ 124,709
Task 6.0 – PFMA and L2RA Workshop	\$ 111,360	\$ 207,434
Task 7.0 – Comprehensive Assessment Report	\$ 84,676	\$ 100,864
Task 8.0 – Project Management/Coordination	\$ 23,776	\$ 36,265
Total Estimated Fee	\$ 538,621	\$ 762,803

Our services will continue to be performed on a 'time and expenses,' not-to-exceed basis. We will not exceed the budget presented above to perform the proposed Scope of Work without prior approval from HBMWD. GFT does not anticipate additional effort beyond the revisions here to be required to complete the CA. However,



should changes be identified, GFT will coordinate with HBMWD to evaluate if these changes require additional scope and fee revisions.

CLOSURE

We greatly appreciate the opportunity to provide HBMWD with this revised scope and fee for the R.W. Matthews Dam CA. We look forward to discussing and clarifying the items noted above, as necessary.

Sincerely,
GFT Infrastructure, Inc.



Drew G. Kennedy, PG, CEG
Vice President / Chief Engineering Geologist



Elizabeth Landowski, PE
Assistant Vice President / Project Manager

BOARD STAFF REPORT

Board Meeting Date	September 10, 2026
Type of Meeting	Regular Business Session
Agenda Item No.	3.3
Agenda Item	Additional Reallocation of FY26 Project Funds
Presented By	Chris Harris, Director of Finance and Human Resources
Type of Item	ACTION
Type of Action	General Vote – Consent Calendar
Applicable Board Policy	Ordinance No. 16 (Price Factor Two Reconciliation)

RECOMMENDATION

Staff recommend that the Board of Directors consider approval of the reallocation and/or encumbrance of \$700,135 of FY26 project budget funds and \$1,021,000 reallocation of funds previously allocated to the Advanced Assistance Seismic Grant (FEMA). This will leave \$409,072 still encumbered to that grant until the final withdrawal and close-out is completed.

BACKGROUND

As presented to the Board in August, staff were awaiting the insurance settlement amount from ACWA/JPIA related to the claim for the hydraulic leak that occurred in March 2026, as well as final 1% Property Tax Revenue information from the County of Humboldt. Based on the financial challenges the District faced in FY26, this information is critical for the Price Factor 2 (PF2) reconciliation and full project budget fund reallocation. The final 1% Property Tax Revenue figure has since been received from the County of Humboldt. The anticipated ACWA/JPIA insurance settlement for the hydraulic leak has not yet been received as of the writing of this report. Since overtime costs incurred during this emergency are fully reimbursable, that amount (\$41,852) is anticipated with a high degree of certainty. The remainder of the anticipated insurance settlement, however, remains genuinely uncertain. Because Ordinance No. 16 requires the PF2 reconciliation to be completed within 90 days of fiscal year-end, and that deadline falls at the end of September, staff have used a conservative estimate (\$395,000) of that anticipated remaining settlement amount to complete the reconciliation within the required timeframe. Should the final settlement differ materially from this estimate, staff will bring any necessary adjustment back to the Board. Details of the PF2 reconciliation are provided below. This staff report presents the remaining reallocation of FY26 project budget funds not addressed in the August staff report, along with a

partial reallocation of funds previously encumbered to the Advance Assistance Seismic Grant (FEMA), from which the District is withdrawing.

DISCUSSION

Part A - Price Factor 2 (PF2) Reconciliation

Consistent with Ordinance No. 16, staff has completed the Price Factor 2 (PF2) reconciliation comparing total municipal service costs to the flat rate charges collected from the Municipal Customers during FY26. Total expenses for the year were \$8,925,729.99, offset by \$1,962,363.00 in revenue credits (Humboldt Bay retail and general revenue credits and 1% property tax proceeds), resulting in net costs of \$6,963,366.99. Total flat rate charges collected from the Municipal Customers were \$6,971,259.38, resulting in a variance of <\$7,892.39>, with collected flat rate charges exceeding actual costs by approximately 0.1%. This reconciliation is summarized below.

Price Factor 2 Item	Total Activity
Salaries & Benefits	\$5,166,724.46
Potential Insurance Reimbursement for Overtime, Hydraulic Emergency	<\$41,852.00>
Services & Supplies	\$1,419,567.66
Non-Pumping Power	\$214,632.87
Projects	\$2,620,848.00
FY25 Encumbered Funds Muni Refund (August Staff Memo)	<\$59,191>
Estimated (Conservative) Insurance Reimbursement	<\$395,000>
Total Expenses	\$8,925,729.99
HB Retail Revenues	(\$390,556.00)
HB General Revenues	(\$187,755.00)
1% Property Tax	(\$1,384,052.00)
Total Credits	(\$1,962,363.00)
<i>Net Costs</i>	\$6,963,366.99
<i>Flat Rate Charges Collected</i>	\$6,971,259.38
Variance (Net Costs less Flat Rate Charges Collected)	<\$7,892.39>

This reconciliation was more complex this year due to a combination of unbudgeted emergency response costs, unbudgeted professional services tied to several ongoing environmental and regulatory compliance matters, and higher-than-anticipated costs for materials and supplies. The

FY26 project fund reallocation and grant fund reallocation discussed below are the product of a separate year-end review of unspent and encumbered project funds.

Part B - FY26 Project Fund Reallocation

The table below identifies the remaining FY26 projects for which unspent funds have been either encumbered for continued use on the same project or reallocated to another active capital project, consistent with the process previously communicated to and agreed upon by the Municipal Customers. This reallocation totals \$700,135.

FY26 Project	Encumber or Reallocate	Amount
FY26 Mainline Valve Replacement Program	FY27 Isolation Valve Project	\$100,000
FY26 Pipeline Maintenance	FY27 Isolation Valve Project	\$5,000
FY26 TRF Limitorque Valve Retrofit Supplies	FY27 Isolation Valve Project	\$15,000
Collector 4 Transformer & Switchboard Replacement	Encumber	\$98,914
Collector 4 Electrical Sub-Panel Replacements	Encumber	\$14,250
Roof Replacement & Modification to OSG Building	Encumber	\$12,428
Replace Unit 7	Encumber	\$1,000
Replace 35kW Generator	Encumber	\$55,997
A/C Units of HQ, Bunkhouse, and Hydro Plant	Encumber	\$10,750
Replace 35kW Stand-By Generator	Encumber	\$1,000
Ruth Lake Decontamination Station	Encumber	\$40,000
FY26 Main Line Meter Flow Calibration	Encumber	\$15,404
FY26 Technical Support & Software Updates	Encumber	\$23,755
FY26 Collector Lube Oil System Maintenance	Encumber	\$4,500
FY26 Unit Compliance Testing	Encumber	\$4,780
FY26 Production Flow Meter Calibration	Encumber	\$9,500

Item 3.3 - Additional Reallocation of FY26 Project Funds

September 10, 2026

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Line Shed 4 Roof Replacement	Encumber	\$45,739
Maintenance Shop Roof Replacement	Encumber	\$57,750
Equipment Storage Building Roof Replacement	Encumber	\$1,957
Unit 2 and Unit 13 Oil Leak Repairs	Encumber	\$6,698
TRF Valve Network Upgrade (Phase 2)	Encumber	\$54,794
Main Office Paint/Repairs	Encumber	\$7,920
Mitigation Funds, Samoa Dunes EIR	Encumber	\$50,000
FY26 Technical Training	Encumber	\$17,866
FY26 O & M Training	Encumber	\$22,828
FY26 Cross Connection Control Certification	Encumber	\$2,305
FY26 Mad River Regulatory Compliance	In-Stream Flow Project	\$20,000
Total Amount Encumbered/Reallocated from FY26 Projects		\$700,135

Part C - Advance Assistance Seismic Grant (FEMA) Fund Partial Reallocation

In addition to the FY26 project fund reallocation above, staff recommend reallocating \$1,021,000 of the \$1,430,072 balance currently encumbered to the Advance Assistance Seismic Grant (FEMA). In July 2026 the Board approved formally withdrawing from this Grant. This process was started at the end of August, upon expiration of the Period of Performance (POP). Because the District is withdrawing from the grant, staff recommend redirecting \$1,021,000 of these previously collected funds to the District priorities identified in the table below, which include facilities, dam safety, and environmental compliance needs. The remaining \$409,072 will stay encumbered to the grant until it is formally closed out.

Project	Amount to Reallocate
Advanced Assistance Grant Advanced Charges Balance \$1,430,072	\$1,021,000
Modular Training Room	<\$260,000>
Chief Dam Safety Engineer Contract FY26	<\$46,000>
Samoa Dunes EIR Completion	<\$100,000>
Curtis Heights Mitigation	<\$50,000>

Collector 4 Repairs	<\$240,000>
Part 12-D C.A. (Unbudgeted Time Required for Add'l Workshops and Hydrologic Analysis)	<\$225,000>
Samoa Dunes EIR Mitigation	<\$100,000>

STRATEGIC PLAN ALIGNMENT

This item advances Governance & Organization by maintaining sound, transparent fiscal stewardship of ratepayer funds and completing the Reallocation process previously communicated to the Municipal Customers. It also advances Infrastructure & Assets by directing reallocated funds toward priority facility, dam safety, and environmental compliance needs, and reflects prudent grant administration by redirecting funds no longer needed under a grant program from which the District is withdrawing.

FISCAL IMPACT

This action reallocates and/or encumbers \$700,135 in remaining FY26 project funds and reallocates \$1,021,000 of the \$1,430,072 balance previously encumbered to the Advance Assistance Seismic Grant (FEMA). These funds were originally collected from the Municipal Customers through monthly wholesale charges. The FY26 project funds are being redirected to currently active capital projects and encumbered project needs, as detailed in the table above. The grant funds being reallocated are being directed to facility, dam safety, and environmental compliance priorities, also detailed in the table above; the remaining \$409,072 will stay encumbered to the grant until it is formally closed out. This action redirects funds already collected and budgeted in prior fiscal years; it does not create any new or unbudgeted expenditure, and it has no impact on wholesale charges, retail rates, or District reserves. Together with the August staff report, this action completes the FY26 Price Factor 2 (PF2) reconciliation and FY26 project budget fund reallocation process.

ENVIRONMENTAL AND LEGAL REVIEW

This action is an internal budgetary reallocation among previously approved capital projects and previously advanced grant funds and does not authorize any new construction, physical change, or expansion of project scope beyond what has already been approved. No new CEQA review is required as a result of this action. The District's withdrawal from the Advance Assistance Seismic Grant (FEMA) is being processed separately with FEMA and Cal OES.

ALTERNATIVES

- 1) Approve the recommendation as presented.
- 2) Do not approve the reallocation and instead direct that all unspent FY26 project funds and grant balances be returned as credits to the Municipal Customers or retained fully encumbered to the grant; this would forgo the previously agreed-upon Reallocation funding mechanism and could increase reliance on new Advance Charges or debt financing for the identified facility and dam safety needs.

3) Approve a modified reallocation with Board-directed changes to individual project or grant fund allocations; this may delay the associated projects pending further staff analysis.

ATTACHMENTS

None

BOARD STAFF REPORT

Board Meeting Date	September 10, 2026
Type of Meeting	Regular Business Session
Agenda Item No.	3.4
Agenda Item	Authorization for the General Manager to Execute Contracts, in a Combined Amount Not to Exceed \$220,000, for Crane, Underwater Divers, Specialty Structural Repair, and Environmental Consulting Services to Complete Repairs at Ranney Collector Well No. 4
Presented By	Michiko Mares, P.E., General Manager
Type of Item	ACTION
Type of Action	General Vote – Consent Calendar
Applicable Board Policy	This authorization is made under the California Uniform Public Construction Cost Accounting Act (CUPCCAA), Public Contract Code Section 22032, under which public projects of \$220,000 or less may be awarded using the District's informal bidding procedures without a formal Request for Proposals or competitive bid.

RECOMMENDATION

Staff recommend that the Board of Directors discuss and consider approval to authorize the General Manager to execute contracts for crane services, underwater diver services, specialty structural repair (with Alternative Structural Technologies, Inc. of Shingle Springs, California), and environmental consulting support, for the Collector Well 4 repair project, in a combined amount not to exceed \$220,000, and to take all actions necessary to administer those contracts, including approving change orders within that authorized amount. This authorization is made under the informal bidding procedures of the California Uniform Public Construction Cost Accounting Act (CUPCCAA), Public Contract Code Section 22032, which does not require a formal Request for Proposals or competitive bid for public projects of \$220,000 or less.

BACKGROUND

Collector Well 4 (Ranney Collector Well No. 4) is a Baduwa't (Mad River) supply source located approximately three quarters of a mile southeast of the water treatment plant. The tower structure was constructed in the early 1960s and stands approximately 115 feet tall, with

approximately 90 feet of reinforced concrete caisson, an interior diameter of approximately 13 feet, and 18 inch thick walls with eight horizontal construction joints. In 1966, laterals were added at an elevation of 19 feet, connecting to a manifold that flows into the well through a 30 inch diameter pipe penetration.

In October 2025, HBMWD staff observed water leakage entering the tower at a construction joint at elevation +22 feet, and Collector Well 4 was taken offline. Staff retained Voss Laboratories, Inc. to assess the condition of the leaking joint and any other accessible construction joints inside the well. Physical entry into the dewatered caisson for direct inspection took place on July 7, 2026.

DISCUSSION

Condition Assessment

Voss Laboratories, Inc. (VL), a structural concrete engineering firm, performed a comprehensive condition assessment of Collector Well 4 on July 7, 2026, following dewatering of the caisson to allow direct access to interior concrete surfaces down to an elevation of -36 feet. VL's scope included visual inspection, hammer sounding for delaminations, surface penetrating radar (SPR) scanning, half-cell corrosion potential testing (ASTM C876), and concrete resistivity testing. VL's findings, summarized in its July 28, 2026 report, are as follows:

- Water intrusion at the horizontal construction joint at elevation +21.5 feet (Lift 6), the joint where staff first observed leakage in October 2025, was continuous across approximately 45 percent of the well's circumference (clock positions 7:00 to 1:00), concentrated near the 30-inch diameter pipe penetration.
- A second joint at elevation +10.3 feet showed mineral deposit staining indicating past water intrusion, though no active seepage was observed at the time of inspection; water flowing from the joint above limited direct examination of this joint.
- No active seepage was found at any of the remaining accessible construction joints, from clock positions 1:00 to 7:00.
- The accessible concrete surfaces are in good condition. No delaminations or disbonded areas were found, non-destructive testing indicates a greater than 90 percent probability that no active corrosion of the reinforcing steel is occurring, and concrete resistivity (approximately 20 to 28 kilo-ohm-cm) is relatively high, which slows the rate of any future corrosion.
- The joints were not constructed with a waterstop, a design gap common to mid-20th century construction that leaves horizontal lift joints vulnerable to water migration over time as the original sealant key deteriorates.
- VL's recommended repair is to inject the full circumference of the joints at elevations +21.5 feet and +10.3 feet with a low-viscosity hydrophobic polyurethane grout (such as CCS Grout 2 Flex SLV by Chemco Systems, or equivalent), working systematically from the upper joint down under scaffolding erected inside the dewatered caisson. Localized repair of the grouted annulus around the 30-inch pipe penetration is also recommended.

Proposed Specialty Repair

Staff have since developed a defined scope of work and cost proposal with Alternative Structural Technologies, Inc. (ASTI), a specialty contractor based in Shingle Springs, California (California Contractors License #649029), and experienced in below-grade and underwater structural concrete repair. The proposed scope of work to be completed by ASTI includes:

- Caisson entry and repair: injecting the full circumference of the leaking joint with a low-viscosity hydrophobic polyurethane grout, working systematically around the entire caisson from the existing abandoned pipe penetration; localized repair of the grouted annulus around the pipe penetration will also be performed.
- ASTI's proposal, dated September 1, 2026, is structured on a combined fixed firm price and time-and-materials basis: fixed firm mobilization of \$3,500.00, fixed firm demobilization of \$1,971.35, and estimated time-and-materials field repair work not to exceed \$37,668.40, for a total estimated project cost, not to exceed, of \$43,139.75. Because the quantity of grout, number of injection points, and required injection passes cannot be reliably determined before the work is opened, field repair operations are billed on a time-and-materials basis, and, consistent with the absence of an effective waterstop at the joints, ASTI's proposal notes that complete elimination of leakage cannot be guaranteed. Payment terms are 2% 10 days, net 30 days.

Additional Services

In addition to the specialty repair contract, the Collector Well 4 project requires separate contracts for crane services, underwater diver services to remove the collector's blind flanges, and environmental consulting support from Stillwater Sciences. Staff recommend the Board authorize these contracts, together with the ASTI repair contract, under the informal bidding procedures available under CUPCCAA (Public Contract Code Section 22032) for public projects of \$220,000 or less, which does not require a formal Request for Proposals or competitive bid. Staff are requesting Board authorization of a combined not-to-exceed amount of \$220,000 across all four contracts to allow staff to finalize and execute each agreement as pricing is confirmed, given the District's tight September repair window.

The repair is scheduled for September 14 through 16, 2026, with District dive operations tentatively scheduled for September 17 and 18, 2026 to remove the blind flanges and return Collector Well 4 to service, subject to Board authorization, site readiness, and material/submittal approval.

STRATEGIC PLAN ALIGNMENT

This item primarily advances the Infrastructure & Assets goal of the FY2027-FY2030 Strategic Plan by addressing a documented structural deficiency and restoring an aging capital asset to full service. It also supports the Water Supply & Reliability goal by returning Collector Well 4, one of

the District's Baduwa't (Mad River) supply sources, to production ahead of peak wet season demand.

FISCAL IMPACT

HBMWD will fund the Collector Well 4 repair project, including contracts for crane services, underwater diver services, specialty structural repair, and environmental consulting support, from Advanced Charges Reallocation (Agenda Item #3.3; September 2026) Upon Board approval of the reallocation, this increase is budgeted. There are no rate or reserve implications associated with this action. Staff request Board authorization of a combined not-to-exceed amount of \$220,000 across these contracts, consistent with the informal bidding limit under CUPCCAA.

The specialty repair contract with Alternative Structural Technologies, Inc. is currently proposed at \$43,139.75 including estimated time-and-materials field repair work; the crane, diver, and environmental consulting contracts are still being finalized and are expected to fall within the remaining authorized amount. Individual contracts will not exceed their authorized amounts without prior authorization from HBMWD, except for work reasonably necessary to place the site in a safe condition. Staff will bring any request to exceed the combined \$220,000 authorization back to the Board for consideration.

ENVIRONMENTAL AND LEGAL REVIEW

HBMWD has engaged its environmental consultant, Stillwater Sciences, to prepare the notification to applicable regulatory agencies for the full repair scope of work (crane mobilization, caisson dewatering, caisson entry and joint injection repair, underwater diver entry to remove the collector's blind flanges, and crane demobilization) and to coordinate any required agency notifications; Stillwater Sciences' environmental support is included within the combined \$220,000 contract authorization requested above. The work will reuse the District's previously developed dewatering plan to prevent discharge to the Mad River, and the injection repair will be closely monitored to prevent inadvertent discharge to the exterior of the caisson; no entry into the surrounding river water is required. On this basis, staff anticipate that no additional environmental permits will be required beyond notification of the applicable resource agencies.

ALTERNATIVES

Staff have identified the following alternatives for the Board's consideration:

1. Approve the recommended action as presented. This allows the District to execute the crane, underwater divers, specialty repair, and environmental consulting contracts needed for the project in time to keep the confirmed September 14-16, 2026 repair window and the coordinated crane and diver mobilization schedule intact.
2. Do not approve the contract at this time. Collector Well 4 would remain offline and out of production, continuing to reduce the District's supply redundancy from the Baduwa't (Mad River). Declining or delaying approval risks losing the crane, diver, and contractor availability already coordinated for the September 14-18, 2026 window, and pushes the

repair into a period of rising Mad River flows that could make caisson access impractical until next summer.

3. Direct staff to conduct a formal competitive solicitation before contracting. Given the specialized nature of underwater and confined space concrete injection repair work, and the limited pool of qualified contractors, a formal bid process would very likely miss the September 14-18, 2026 window already coordinated with the crane operator, ASTI, and the District's dive team, delaying the return of Collector Well 4 to service into the wet season. A formal solicitation is also not required by law, since the combined project cost falls within CUPCAA's \$220,000 informal bidding threshold.

ATTACHMENTS

1. Draft ASTI specialty repair contract for Ranney Collector Well No 4 Water Intrusion Repair

AGREEMENT

This Agreement, made the 2nd day of September in the year 2026, by and between the HUMBOLDT BAY MUNICIPAL WATER DISTRICT, a California special district (hereinafter "**Owner**") and Alternative Structural Technologies, Inc., a California corporation (hereinafter "**Contractor**"), is for performance of the work on the following work of improvement:

Project Name and Address:	Ranney Collector Well No 4 Water Intrusion Repair 7270 West End Road Arcata CA 95521
Project Owner and Address:	Humboldt Bay Municipal Water District 828 7 th Street Eureka CA 95501
Project Contractor and Address:	Alternative Structural Technologies, Inc. 4191 Business Drive, Suite A Shingle Springs CA 95682

Contractor's business is a Structural Technologies Corporation

Contractor's Federal Tax I.D. # or S.S. # 68-0414995

In consideration of the sums herein agreed to be paid and the terms, conditions and covenants to be performed by the parties, it is agreed as follows:

Contractor agrees to furnish all material, labor, tools, equipment, services, information, documents, permits, and instruction and parts manuals therefor, and to do and complete, in a workmanlike manner and as directed by and to the satisfaction of Owner, all work hereinafter described for that certain project, more particularly described in the Contract Documents (defined in Section 1.1, below) (the "**Work**").

ARTICLE 1 – CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS DEFINITION. The Contract Documents consist of this Agreement and all attachments and exhibits thereto (including **Attachment A** which references the Project Plans, Specifications and Quote and **Attachment B** which are the insurance requirements), and all changes and modifications to the Contract Documents, the latest adopted edition of the Uniform Building Code, Fire Code, and Mechanical Code, the Uniform Standard Specifications for Public Works Construction, and all applicable laws, rules, ordinances, and regulations, California Labor Code, the California Business and Professions Code, the California Public Contract Code, and the Federal Acquisition Regulations. The Contract Documents are complementary and what is required by one shall be as binding as if required by all.

1.2 CONTRACTOR SHALL BIND SUBCONTRACTORS TO SAME EXTENT AS CONTRACTOR. If Contractor contracts with any subcontractor(s) to perform any part of the Work on this Project, Contractor shall be responsible to ensure that each subcontractor shall assume toward Contractor the obligations and responsibilities that Contractor assumes toward Owner insofar as they relate in any way, directly or indirectly, to the Work covered by this Agreement, including, without limitation, any terms and provisions for indemnity, insurance, warranties, and liquidated damages. Contractor shall bind lower tier subcontractors and suppliers to full compliance with all Contract Documents, including all performance obligations and responsibilities that Contractor assumes toward Owner.

ARTICLE 2 – DESCRIPTION OF WORK

2.1 CONTRACTOR'S WORK. Contractor, as an independent contractor, shall furnish all labor and materials, equipment, and services as are necessary to perform all of the Work required by, or reasonably inferable from, the Contract Documents unless specifically excluded herein. Contractor's work shall be completed in a workmanlike manner in strict conformity with the Contract Documents and to the satisfaction of Owner.

2.2 REPRESENTATION THAT CONTRACT DOCUMENTS ARE COMPLETE. Contractor has reviewed the Contract Documents and represents: (1) if the Contractor's work is performed in accordance therewith, it shall comply with all applicable state, county, and municipal laws, codes, and regulations, including but not limited to all building codes; and (2) the Contract Documents are sufficiently complete to permit Contractor to perform its work, in its entirety, on the basis of the Contract Documents and matters reasonably inferable therefrom for the Agreement Price set forth in Article 3 below.

2.3 SUBCONTRACT/ASSIGNMENT. Contractor shall not subcontract, assign, transfer, or sublet any portion of its Work or the proceeds for Contractor's work without the prior written consent of Owner. Any such assignment shall not relieve Contractor from any obligations or liabilities under the Agreement and the assignee shall take the assignment subject to all rights of Contractor herein provided.

Contractor shall be fully responsible to Owner for the acts and omissions of its lower-tier subcontractors and of persons or entities, either directly or indirectly, employed by all of Contractor's lower-tier subcontractors. This Agreement shall not be transferable by Contractor or by operation of law. If requested by Owner, Contractor shall furnish Owner a copy of any proposed contract or agreement between Contractor and any of its lower-tier subcontractors for Owner's review of the terms and conditions thereof, and Contractor shall not execute such agreement until Owner has given written notice of Owner's approval. Failure of Contractor to comply with this Article may be deemed to be a material breach of the Agreement and grounds for Owner to withhold payment therefor. Contractor guarantees that all lower-tier subcontractors will strictly comply with the terms of this Agreement, which shall be expressly incorporated by reference into any contract or agreement with any of Contractor's lower-tier subcontractors.

2.4 DISPUTED WORK. In the event of any dispute between Owner and Contractor over the scope of Contractor's work under the Contract Documents, Contractor will not stop work, but will prosecute the work, including as directed by Owner, diligently to completion, and any such dispute shall be submitted to resolution in accordance with this Agreement.

ARTICLE 3 – PRICE AND SCHEDULE OF VALUES

3.1 CONTRACT PRICE. The sum to be paid by Owner to the Contractor for the performance and completion of the Agreement to the satisfaction of Owner, inclusive of the duties, obligations and responsibilities of the Contractor under this Agreement and the other Contract Documents, and subject to any additions or deductions as authorized under this Agreement shall be as set forth in Contractor's bid schedule attached hereto as **Attachment A ("Contract Agreement Price" or "Price")**. The total project cost shall not exceed the total amount for the entirety of the Work set forth in Attachment A (i.e., \$43,139.75), unless otherwise authorized by Owner in writing prior to Contractor incurring additional expenses.

The Price shall constitute payment in full for all amounts owed to Contractor, including but not limited to the costs incurred for: all labor (including fringe benefit payments), materials, supplies, apparatuses, appliances, equipment, fixtures, tools, implements, facilities, supervision, transportation, utilities, storage, and all other services as and when required for or in connection with the performance of Contractor's work, business licenses, Social Security, employment, sales, use, state, federal, and all other taxes, continuous clean-up, final clean-up, and all insurance required by the Agreement and the other Contract Documents.

3.2 USE OF FUNDS. Contractor agrees and covenants that funds received for the performance of this Agreement shall be used solely for the benefit of persons and firms supplying labor, materials, supplies, tools, machines, equipment, plant or services exclusively for this Project in connection with this Agreement and having the right to assert liens or other claims against the land, improvements or funds involved in this Project or against any bond or other security posted by Contractor or Owner, and said funds shall not in any instance be diverted by Contractor to any other purpose until all obligations arising herein have been fully discharged and all claims arising therefrom have been fully paid.

ARTICLE 4 – PAYMENT

4.1 SUBMISSION OF INVOICES. Upon completion of the Project, Contractor shall submit to Owner for Owner's approval a written request for payment ("Invoice"). The Invoice must be dated and signed by Contractor and include deductions for: (a) all previous payments (if any); (b) all charges for materials and services furnished to Owner by Contractor; (c) back charges by any subcontractor or material supplier; and (d) any other charges and deductions provided for in this Agreement. Contractor shall submit revised Invoices until accepted by Owner.

4.2 WAIVERS AND RELEASES. As a condition precedent to payment by Owner, the Invoice shall be accompanied by a current Conditional Waiver and Release Upon Progress Payment, in the form specified by California Civil Code section 8132, from Contractor and each of Contractor's subcontractors, suppliers, and union trust funds for which payment is sought by the Invoice, and an Unconditional Waiver and Release Upon Progress Payment, in the form specified by California Civil Code section 8134, from Contractor and each of Contractor's subcontractors, suppliers, and any union trust fund for which payment was sought by Contractor and for which Contractor made payment.

4.3 CERTIFIED PAYROLL AND AFFIDAVITS. As an additional condition precedent to payment by Owner, Contractor shall provide, within the time limits specified by the Contract Documents, certified payroll reports certifying that all labor included in the Invoice was paid pursuant to the applicable prevailing wage rates. Contractor shall also submit an affidavit, signed under penalty of perjury, certifying that it has paid for all labor (including fringe benefits), materials and equipment for which Owner has made payment to Contractor.

4.4 PAYMENT NOT ACCEPTANCE. Payment to Contractor shall not constitute or imply acceptance by Owner of any portion of Contractor's work or the full performance thereof.

4.5 PAYMENT IN THE EVENT OF DISPUTE AS TO CONTRACTUAL REQUIREMENTS. In the event a dispute arises between Contractor and/or Owner as to the work to be performed by Contractor, Contractor shall receive payment for its work according to the provisions and requirements of the Agreement as though they are a contended by Contractor and/or Owner. Contractor shall not be entitled to additional compensation for work it contends is outside the scope of the Agreement unless and until the dispute is resolved in its favor.

4.6 REQUIREMENTS FOR PAYMENT. As a condition precedent to Contractor's obligation to make payment, Contractor shall:

(a) Submit an affidavit, under penalty of perjury, that all payroll, payroll taxes, fringe benefits, bills for material and equipment, and other indebtedness connected with Contractor's work for which Owner and/or any surety might in any way be liable,

have been paid or otherwise satisfied.

- (b) Submit conditional and unconditional waivers upon final payment in accordance with Civil Code sections 8136 and 8138;
- (c) Comply with all required close-out procedures to the satisfaction of Owner.

Within ten (10) days of Contractor's receipt of final payment, it shall provide to Owner an Unconditional Waiver and Release Upon Final Payment, in the form required by California Civil Code section 8138.

4.7 FINAL PAYMENT. Provided Contractor is not in default under the Agreement; there is no dispute between Contractor and Owner regarding Contractor's work; Owner and, if necessary, the Project Engineer, have accepted the Project; and Owner has received Contractor's release(s) of all claims related to Contractor's work except for unsettled liens or stop notices, unknown defective work, noncompliance with the Contract Documents, or warranty work, **final payment** shall be made no more than 10 (ten) calendar days after Contractor's compliance with the conditions for payment.

4.1 WITHHOLDING. Owner may withhold any and all payments due Contractor hereunder in order to protect itself from loss on account of Contractor and/or as may reasonably be necessary to protect Owner from loss or damage caused by Contractor, including but not limited to withholdings applicable to Contractor's work arising from grounds enumerated in the Contract Documents, Contractor's failure to perform Contract Work, breach of this Agreement, failure to properly pay employees, subcontractors and/or suppliers, failure to promptly correct rejected, defective or nonconforming Contract Work, and any other matter as to which this Agreement specifically authorizes the withholding by Owner of such payment, including Contractor's failure to comply with the requirements of the Contract Documents.

ARTICLE 5 – CHANGES

5.1 DIRECTED IN WRITING. Owner may order or direct changes, additions, deletions or other revisions to the Work without invalidating the Agreement. No changes, additions, deletions, or other revisions to the Work shall be valid unless made in writing. If Contractor performs additional work or revises the Work without written direction from Owner, Contractor shall not be paid for any additional labor, materials, or supplies furnished and shall be liable for any and all losses, costs, expenses, damages, and liability of any nature whatsoever associated with or in any way arising out of any such change.

5.2 PRICE ADJUSTMENTS. If Owner directs a material change to the Work pursuant to Section 5.1 of this Agreement, the Price stated in Article 3 and the time for Contractor's performance shall be adjusted by appropriate additions or deductions in accordance with the Agreement. Contractor shall supply Owner with all documentation necessary to substantiate the amount of the addition to or deduction from the Price or Contractor's time for performance. Any request of Contractor for an addition to or deduction from the Price, or Contractor's time for performance, must be made to Owner in itemized written form (accompanied by complete documentation substantiating any request(s)) within seven (7) calendar days from the date of receipt by Contractor of notification of change. In the event Owner and Contractor cannot agree on the amount of the addition or deduction, Contractor shall nonetheless perform the work as changed by Owner's written direction. Once Contractor receives Owner's written direction, Contractor is solely responsible for timely performance of the Work as changed by the written direction. Payment for changed Work shall be made in accordance with Article 4.

5.3 NOTICE OF DISPUTED WORK. If a dispute arises between Owner and Contractor about whether a particular work is a change in the Work described in Article 2, Contractor shall timely perform the disputed work and may give written notice of a claim for additional compensation for that work all in accordance with the Contract Documents. Such written notice of claim must be given prior to the performance of the disputed work, and no later than the notice periods set forth in Article 12, below. Contractor's failure to give written notice prior to the performance of the disputed work constitutes an agreement by Contractor that it will not be paid for the disputed work.

ARTICLE 6 – TIME OF COMPLETION AND SCHEDULE

6.1 TIME IS OF ESSENCE. Time limits stated in the Contract Documents are of the essence of the Agreement. By executing the Agreement, Contractor confirms that the contract time is sufficient for performing Contractor's work.

6.2 CONTRACT TIME. Contract Time for completion of all work is October 31, 2026, unless extended by written agreement of the parties hereto or in the event the Contract Time is extended pursuant to Section 6.4 below.

6.3 SCHEDULE OF WORK. Contractor shall have the right to decide the time and order in which the various portions of the Work are to be performed, including the relative priority of the work of subcontractors. Contractor shall prepare the Schedule of Work and shall revise the Schedule of Work as work progresses.

6.4 CONTRACTOR'S RESPONSIBILITIES. Contractor shall commence work on the Project within five (5) calendar days of receiving a written Notice to Proceed from the Owner. Contractor shall complete the work in the time set forth in Section 6.2, subject to permissible delays. Permissible delays are acts of God, war, war defense, riots, litigation, acts of the Owner or the Owner's agent, employee, or independent contractor, stormy weather, strikes, walkouts, acts of public utilities, public bodies or inspectors, extra work, failure of Owner to make payments promptly, the time involved in preparing and negotiating agreed Change Orders if such delays actually impact the critical path of the Project so as to cause delay, failure of Owner to authorize Change Orders in a timely fashion so as to delay schedule, failure of Architect to provide requested information or clarification in a manner which does not delay the schedule or other contingencies unforeseeable by or beyond the reasonable control of the Contractor. In the event of delay, Contractor shall notify Owner in writing within three (3) days of

the occurrence and cause of delay and the estimated number of days the delay Contractor anticipates will occur. Contractor's failure to notify Owner shall result in no extension of time for completion. If at any time Owner wishes the Project to be completed in less time than set forth above, with any permissible delays, such acceleration in work shall be deemed a request for extra work, as forth herein and accomplished only pursuant to written Change Order.

6.5 CONTRACTOR'S REMEDIES FOR DELAY. If the progress of Contractor's work is delayed without the fault or responsibility of Contractor, then the time for Contractor's work shall be extended by change order to the extent obtained by from Owner and the Schedule of Work shall be revised accordingly. On projects subject to the Public Contract Code, the provisions of section 7102 shall apply; however, Owner and Contractor expressly contemplate and acknowledge that if the Work is enjoined by a court of law or a bid protest of any type or nature is asserted which delays the performance of the Work, Owner shall have no liability or responsibility to Contractor for any delay damages.

ARTICLE 7 – TERMINATION OR SUSPENSION

7.1 TERMINATION FOR CONVENIENCE. Notwithstanding any other provision of the Agreement, Owner reserves the right to terminate this Agreement for Owner's convenience, without cause. If so terminated, Contractor shall be entitled to the following costs and no others: cost of Work actually completed in conformity with the requirements of the Agreement and Contract Documents; other necessary costs actually incurred by Contractor; plus fifteen percent (15%) of such costs as overhead and profit.

7.2 SUSPENSION OR TERMINATION BY OWNER. Should the Owner suspend or terminate any aspect of the work, then Contractor shall immediately discontinue work upon written order from Owner. Contractor shall proceed with such work when ordered to do so by Owner.

ARTICLE 8 – PERFORMANCE OF CONTRACTOR

8.1 AUTHORIZED REPRESENTATIVE. Contractor shall designate one or more persons satisfactory to Owner and with authority to act for Contractor as Contractor's representative on-site and off-site. Such authorized representative(s) shall be the only person(s) to whom Owner shall issue instructions, orders or directions, except in an emergency. Should Owner find Contractor's representative(s) to be unsatisfactory, Contractor shall promptly replace the representative(s).

8.2 NON-DISCRIMINATION. Contractor shall not discriminate in hiring, firing, promotion, or training against any person on account of age, race, religion, national origin, disability, sexual orientation, gender, or gender identity.

8.3 SAFETY. In the performance of this Agreement, Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. Safety precautions shall include but shall not be limited to: adequate life protection and lifesaving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses (including but not limited to exposure to the Coccidioides fungus and Valley Fever); and adequate facilities for the proper inspection and maintenance of all safety measures

Contractor must obtain all applicable Division of Occupational Safety and Health (CAL-OSHA) permit(s) and others required by California Labor Code and California Government Code, prior to the initiation of any practices, work, method, operation, or process related to the work covered in the contract. Permits required by governmental authorities will be obtained at Contractor's expense.

It is a condition of this Agreement, and shall be made a condition of each subcontract which Contractor enters into pursuant to this Agreement, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. Contractor shall immediately notify Owner if Contractor disturbs, disconnects, or damages any utility.

In accordance with Section 6705 of the California Labor Code, Contractor shall submit to Owner specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by Owner prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves Contractor of the requirement to maintain safety

in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, Contractor shall submit its permit with the excavation/trench work safety plan to Owner before work begins.

8.4 SHOP DRAWINGS, SAMPLES, AND AS-BUILT DRAWINGS. By such date as directed by Owner, Contractor shall prepare and submit to Owner all shop drawings, samples, specimens, or other data necessary to completely describe Contractor's work and as required by the Contract Documents. Approval of such shop drawings, samples, specimens, or other data by Owner or the Architect shall not relieve Contractor of its responsibility to perform Contractor's work in strict accordance with the Contract Documents or of its responsibility for the proper matching and fitting of Contractor's work with contiguous work. Contractor shall also furnish all information required for the coordination of Contractor's work with the work of other trades. Contractor shall be responsible for preparing all as-built drawings pertaining to Contractor's work and as required by the Contract Documents.

8.5 SUBSTITUTIONS. Requests for substitution of material will be allowed only if permitted by the Contract Documents. Requests for substitution must be submitted in the format specified by the Contract Documents and submitted to Owner within a reasonable timeframe as directed by Owner or they may be returned without review. Architect may charge to review requests for substitution, whether approved or rejected, and all such costs shall be the responsibility of Contractor.

8.6 PLAN INCONSISTENCY AND CONTIGUOUS WORK. Contractor shall bring any uncertainty or inconsistency in or between the plans, specifications, or other Contract Documents to the attention of Owner in writing and within three (3) working days of Contractor's discovery thereof. Contractor shall not proceed with any Work affected by the uncertainty or inconsistency until directed to do so by Owner. Owner shall resolve the uncertainty or inconsistency and Contractor shall perform the work as directed by Owner.

Before proceeding with its work, Contractor shall inspect the correctness of contiguous or adjacent work installed by others. The failure to detect or report discrepancies will preclude recovery by Contractor of any resulting cost, expense, or damage.

8.7 PROTECTION OF THE WORK. Contractor shall take all necessary precautions to properly protect Contractor's work and the work of others from damage caused by Contractor's operations. Should Contractor cause damage to the Work or property of Owner or others, Contractor shall promptly remedy such damage to the satisfaction of Owner.

8.8 INSPECTION. When portions of Contractor's work are ready for inspection, Contractor shall notify Owner in writing in sufficient time to allow Owner to notify the inspecting authorities that the work is ready for inspection. Failure to properly and timely make notice of, or receive, required inspections is not cause for delay. Contractor shall at all times furnish Owner with adequate facilities for inspecting materials at the site or at any place where materials under this Agreement may be in the course of preparation, processing, manufacture or treatment.

8.9 CLEAN-UP. Contractor shall follow Owner's clean-up directions and shall at all times keep the Project free from debris and unsafe working conditions arising from Contractor's work. At the end of each day, Contractor shall consolidate its debris at a place designated by Owner and shall remove its debris from the job site immediately upon completion of each phase of Contractor's work or as directed by Owner. Contractor is to leave all areas where it is performing work in broom clean condition at the end of each work day. If work areas are not kept neat and safe at all times, Owner will back-charge Contractor as needed at an hourly rate of \$100.00 plus dump fees and all other necessary costs incurred by Owner.

8.10 LABOR RELATIONS. Contractor shall take reasonable steps to prevent the occurrence of any strike, slowdown, or other labor difficulty or dispute arising out of the presence of Contractor at the job site or from any other activities of Contractor.

Contractor acknowledges the provisions of the California Labor Code regarding the payment of prevailing wages to workers employed on public works projects. In compliance with the requirements of Labor Code section 1775(b)(1), Contractor acknowledges the existence and content of Part 7, Chapter 1 of the California Labor Code, including, without limitation, Labor Code sections 1771, 1775, 1777.5, 1813, and 1815, as incorporated herein by reference, and has read and understands the provisions of these code sections.

Contractor shall work with and respond to all requests for information related to labor code compliance by Owner and/or Owner's labor compliance specialist.

8.11 WARRANTY. Contractor warrants all materials, equipment, and workmanship provided under this Agreement for a period of one (1) year from completion of the entire Project or such longer period as may be provided in the Contract Documents. Contractor warrants to Owner that materials and equipment furnished under the Agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents, that Contractor's work will be free from defects not inherent in the quality required or permitted, and that Contractor's work will conform to the requirements of the Contract Documents. Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment, if requested by Owner to do so.

Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor shall promptly amend and make good any defective materials, equipment, or workmanship to the approval and acceptance of Owner.

8.12 PROJECT TO BE KEPT FREE OF LIENS. Contractor shall promptly pay all subcontractors, suppliers, and others from payment received by Owner. In the event a subcontractor, material supplier, labor union trust fund, or other person or entity that supplied labor, material, or equipment to Contractor shall record/file a mechanic's lien or stop notice, Contractor shall, within two (2) working days of receipt of notice of said lien or stop notice, supply evidence to the satisfaction of Owner that the monies owing to the claimant have been paid or post a bond indemnifying Owner and the Project from such claim or lien.

8.13 ROYALTIES, PATENTS AND COPYRIGHTS. Contractor shall pay all royalties and license fees, shall defend suits

or claims for infringement of copyrights and patent rights, and shall hold Owner harmless from loss on account thereof. Contractor shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer is required by the Contract Documents or where the copyright violations are contained in the Contract Documents.

8.14 DISCOVERY OF HAZARDOUS WASTE OR UNUSUAL CONDITIONS. Contractor shall promptly, and before the following conditions are disturbed, notify Owner, in writing, of any of the following conditions: (a) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (b) subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; (c) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

Upon notice to Owner, Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Agreement.

In the event that a dispute arises between Owner and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests.

ARTICLE 9 – RECOURSE OF OWNER

9.1 NOTICE TO CURE. If, in the opinion of Owner, Contractor is in breach of any provision of this Agreement, including but not limited to failing: to supply timely and enough properly skilled workers or proper or sufficient materials or equipment or adequate supervision; to provide and obtain approved submittals timely; to maintain the Schedule of Work; to make prompt payment to its workers, sub-subcontractors, suppliers, taxing authorities, or union trust funds; to obey laws, ordinances, or orders of any public authority having jurisdiction; to clean up its debris; to perform work as directed by Owner; or to perform any obligation under this Agreement, Contractor shall commence and continue satisfactory correction of such breach with diligence and promptness within forty-eight (48) hours after service of written notice to Contractor or Contractor's authorized representative specifying the particulars of such breach.

9.2 FAILURE TO CURE BREACH. If Contractor fails to cure a breach of this Agreement within forty-eight (48) hours of service of a Notice to Cure, Owner may, without prejudice to any other rights or remedies, and at its sole option, do any or all of the following:

- (a) Furnish such labor, material, equipment, and other facilities, either directly or through one or more subcontractors, as Owner deems necessary to complete or correct Contractor's work, or any part thereof;
- (b) Withhold payment of any monies due Contractor under this Agreement pending corrective action to the extent required by and to the satisfaction of Owner; or
- (c) Terminate the Agreement and complete the work itself or cause the work to be completed by others. Owner may take immediate possession of all of Contractor's material, supplies, tools, appliances, and equipment at the job site and use same without payment of rent or other compensation to Contractor or liability to Contractor for any damages arising from said use unless resulting from gross negligence or willful destruction by Owner or others working on its behalf. Any unused material, supplies, tools, appliances, and equipment remaining after Contractor's work is completed will be returned to Contractor.

9.3 CONTRACTOR RATES TO COMPLETE OR CORRECT WORK. If Owner elects to use its own labor forces to complete or correct Contractor's work, Contractor and, if applicable, Contractor's surety, agree to pay Owner for all labor costs, costs for Owner's owned equipment, direct costs for materials, field and home office overhead, and ten percent (10%) profit on all costs.

9.4 BANKRUPTCY. Upon a receiver for Contractor being appointed, upon Contractor making an assignment for the benefit of creditors, upon Contractor seeking protection under the Bankruptcy Code, upon Contractor's creditors placing Contractor into an involuntary bankruptcy, or upon Contractor committing any other act evidencing insolvency, Owner may, to the extent legally permissible, terminate this Agreement upon giving three (3) working days' written notice, by certified mail, to Contractor and its surety, if any. If an order for relief pertaining to Contractor is entered under the Bankruptcy Code, Owner may terminate this Agreement by giving forty-eight (48) hours' written notice, by certified mail, to Contractor, its trustee, and its surety, if any, unless Contractor, the surety, or the trustee: promptly cures all defaults; provides adequate assurances of future performance; compensates Owner for all damages, costs, and expenses resulting from such default(s); and assumes the obligations of Contractor within the statutory time limits.

If Contractor is not performing in accordance with the Schedule of Work at the time an order for relief is entered, Owner may avail itself of any and all such remedies that are reasonably necessary to maintain the Schedule of Work while waiting for the Contractor, its trustee, or its surety, if any, to accept or reject the Agreement and to provide adequate assurances of future performance.

ARTICLE 10 – INSURANCE AND BONDS

10.1 GENERAL INSURANCE REQUIREMENTS. Contractor shall not commence any work until it obtains all insurance required to be obtained by Contractor under this Agreement as set forth in **Attachment B** hereto and incorporated herein by this reference.

10.2 PERFORMANCE AND MATERIALS AND LABOR PAYMENT BONDS. Within 5 calendar days of a request by Owner, and at Contractor's expense, Contractor shall furnish Performance and Materials and Labor Payment Bonds in an amount equal to 100 percent of the Price set forth in Article 3 herein, from a surety and in a form satisfactory to and/or provided by Owner. Said bonds shall include a provision that the party prevailing in any legal or equitable action or arbitration proceeding relating to the bonds shall be entitled to receive from the other parties to said action or proceeding all court costs, actual attorneys' fees, and all other expenses, including but not limited to expert witness fees, incurred in such action or proceedings and the preparation thereof.

ARTICLE 11 – INDEMNIFICATION

11.1 DEFINITIONS. For purposes of this Article 11, "Indemnified Parties" shall mean: Owner, and all of their officials, representatives, employees, consultants, agents, successors, and assigns, and any lender of Owner with an interest in the Project.

For purposes of this Article 11, "Claim" and "Claims" shall include claims, demands, obligations, damages, actions, causes of action, suits, demands for arbitration, losses, judgments, fines, penalties, liabilities, costs, and expenses (including, without limitation, fees, costs, and other disbursements to attorneys, experts, consultants, or other professionals) of every kind or nature whatsoever that may arise from or in any manner relate (directly or indirectly) to any work performed or services provided under this Agreement or Contractor's presence or activities conducted at the Project.

11.2 EXTENT OF INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Indemnified Parties, and each of them, from and against any and all Claims including, without limitation, Claims for bodily injury, death, or damage to or destruction of property; defects in workmanship or materials; and design defects, if the design originated with Contractor, that may arise from or in any manner relate, directly or indirectly, to any work performed or services provided under this Agreement or Contractor's presence or activities conducted on the Project, including without limitation the negligent and/or willful acts, errors, and/or omissions of Contractor, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, sub-subcontractors, anyone employed by any of them or for whose acts they may be liable, or any or all of them, regardless of any passive negligence or strict liability of an Indemnified Party. Contractor, however, shall not be obligated under this Agreement to indemnify, including the cost to defend, the Indemnified Parties for Claims arising out of, pertaining to, or relating to the active negligence or willful misconduct of the Indemnified Parties, or for defects in design furnished by such persons, or to the extent the Claims do not arise out of the scope of work of the Contractor pursuant to this Agreement.

11.3 DUTY TO DEFEND. Contractor shall, at its sole cost and expense and with legal counsel approved by Owner (which approval shall not be unreasonably withheld), defend the Indemnified Parties, and each of them, from any Claims for which Contractor is bound to indemnify the Indemnified Parties pursuant to Article 11.2. The duty to defend is wholly independent of and separate from the duty to indemnify, and such duty to defend exists regardless of any ultimate liability of Contractor. Such defense obligation shall arise immediately upon presentation of a Claim and written notice of such Claim being provided to Contractor.

11.4 PAYMENT NOT CONDITION PRECEDENT. Payment to Contractor by any Indemnified Party, or any Indemnified Party's payment of a Claim, shall not be a condition precedent to Contractor's obligations to indemnify and defend the Indemnified Parties, and each of them.

11.5 SURVIVAL OF OBLIGATION. Contractor's obligations to indemnify and defend shall survive the expiration or earlier termination of this Contract Agreement until such time as any action against the Indemnified Parties, or any of them, for such matter indemnified hereunder is fully and finally barred by the applicable statute(s) of limitations.

11.6 LIABILITY NOT EXCLUSIVE. Contractor's liability for indemnification and defense hereunder is in addition to any liability Contractor may have to Owner for Contractor's breach of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability under the Agreement.

11.7 NO LIMITATION UPON LIABILITY. In connection with any and all claims against Owner, Owner's representatives, Contractor (including its affiliates, parents, and subsidiaries) or other contractors or subcontractors, or any of their agents or employees, by any employee of Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable, the indemnification provisions in Article 11.2 shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or on behalf of Contractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 12 – CLAIMS

12.1 CLAIMS RELATING TO OWNER. Contractor agrees to make all claims for which Owner may be liable in the manner provided in the Contract Documents. Notice of such claims shall be given by Contractor to Owner within one (1) week prior to Contractor commencing work under this Agreement or the event for which such claim is to be made, or within three (3) calendar days of Contractor's first knowledge of the event, whichever shall first occur. Contractor's failure to provide notice of a claim as required by this Article 12.1 shall constitute a waiver of the claim. Contractor shall be bound by the determination of the Owner or, in the event of a legal action or proceeding, or arbitration, by the outcome of same and shall be entitled only to its proportionate share of any net recovery.

12.2 CLAIMS NOT RELATING TO OWNER. Contractor shall give Owner written notice of all claims not included in Article 12.1, within the same time frames noted in Article 12.1. Should Contractor fail to provide notice within the time required, such claims shall be deemed waived.

12.3 CONTRACTOR TO CONTINUE WORK. Contractor shall carry on the Work and maintain satisfactory progress while any claim or claims brought pursuant to Article 12.1 or 12.2, or any other dispute(s), is/are being resolved, and Owner shall continue to make payments in accordance with the Agreement.

ARTICLE 13 – DISPUTE RESOLUTION

13.1 CONSENSUAL RESOLUTION EFFORTS. Upon notification of a dispute, Owner and Contractor shall meet to informally resolve such dispute.

13.2 DISPUTES BETWEEN OWNER AND SUBCONTRACTOR. Any controversy or claim arising out of or related to this Agreement involving an amount less than \$5,000 (or the maximum limit of the court) must be heard in the Small Claims Division of the Superior Court in Humboldt County. If any question arises regarding or relating to Contractor's work or regarding the rights and obligations of Owner and/or Contractor under the Contract Documents, then, as a condition precedent to litigation as described below, Owner and Contractor shall first mediate any dispute. With respect to claims and disputes between Owner and Contractor arising out of or relating to obligations under this Agreement, and which do not involve issues of fact or law the following shall apply: Each claim or dispute between the parties arising out of or relating to this Agreement shall be litigated in a California State Court of competent jurisdiction, or if jurisdiction over the action cannot be obtained in California State Court, in a Federal Court of competent jurisdiction situated in the State of California.

13.3 CONSOLIDATED ARBITRATION PROCEEDINGS. The claims and disputes of Owner, Contractor, and other subcontractors involving a common question of fact or law shall be heard by the same arbitrator(s) or court in a single proceeding.

13.4 NO LIMITATION OF RIGHTS OR REMEDIES. This Article shall not be deemed a limitation of any rights or remedies that Contractor may have under any federal or state mechanics lien, stop notice, or labor and material payment bond unless such rights have been expressly waived by Contractor.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

14.1 LAW AND EFFECT. This Agreement shall be governed by the laws of the State of California.

14.2 SEVERABILITY AND WAIVER. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.3 ATTORNEYS' FEES. In the event either party shall prevail in any legal or equitable action or arbitration proceeding to enforce any term(s) of this Agreement, such party shall be entitled to receive from the other party all court costs, actual attorneys' fees, and all other expenses, including but not limited to expert witness fees, incurred in such litigation and the preparation thereof.

14.4 ENTIRE AGREEMENT. This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties hereto, and supersedes all prior proposals, bids, correspondence, negotiations, representations, or agreements, whether written or oral.

14.5 TERMS. The terms of this Agreement are contractual and the result of negotiations between the parties hereto. Accordingly, any rule of construction of contracts, including without limitation California Civil Code section 1654, that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

14.6 WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to Contractor's authorized representative, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

14.7 RIGHTS AND REMEDIES. Duties and obligations imposed by the Contract Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by applicable law.

14.8 AUDIT. Owner shall have the right to inspect the work, or any portion thereof, at any time, in accordance with this Agreement and the Contract Documents. Any right of the Owner to inspect or audit the books, accounting records, files and documents of Contractor in accordance with the Contract Documents is incorporated herein as though set forth in full.

Owner shall have the right to inspect, audit and copy at any time, upon reasonable notice, during normal business hours, Contractor's books, documents and accounting records, including but not limited to bid worksheets, bids, subcontractor bids, and proposals, estimates, cost accounting data, accounting records, payroll records, time sheets, cancelled checks, profit and loss statements, balance sheets, Project correspondence, including but not limited to all correspondence between Contractor and Contractor's sureties and subcontractors/vendors, Project files, scheduling information, and other records of the Contractor and all subcontractors directly or indirectly pertinent to the work, original as well as change and claimed extra work, to verify and evaluate the accuracy of cost and pricing data submitted with any change order, prospective or completed, or any claim for which additional compensation has been requested or notice of potential claim has been tendered. Contractor shall keep complete and accurate records concerning Contractor's work and the Project at its principal office for at least four (4) years after the work is completed and accepted. This provision shall be included in all of Contractor's subcontracts and purchase orders, and all of Contractor's subcontractors and suppliers, of any tier, shall be bound by this provision.

14.9 ASSIGNMENT OF CARTWRIGHT ACT CLAIMS. If applicable, Contractor offers and agrees to assign to Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the

Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, POST OFFICE BOX 26000, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the day and year first above written. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and copies of which transmitted via facsimile or pdf shall be deemed originals, and which together shall be deemed one and the same agreement. To the extent the signed version of this Agreement is digitally stored, electronic copies have the same force and effect as the original.

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

ALTERNATIVE STRUCTURAL TECHNOLOGIES, INC.

By: _____

By: _____

Name of Signee: _____

Name of Signee: _____

Title: _____

Title: _____

Date: _____

Date: _____

Contractor's License No. _____

Attachment A

[PLANS, SPECIFICATIONS AND QUOTE FOLLOW THIS PAGE]



September 1, 2026

Michiko Mares, P.E.
General Manager
Humboldt Bay Municipal Water District
828 Seventh Street
Eureka, CA 95501

RE: Ranney Collector Well No. 4 - Water Intrusion Repair
Scope of Work and Cost Proposal

Dear Ms. Mares:

1. Basis of Proposal

This proposal has been prepared based upon the conditions and recommendations described in the Voss Laboratories, Inc. report entitled "Ranney Collector Well #4 – Concrete Inspection and Testing," dated July 28, 2026, together with information provided by HBMWD and subsequent project coordination. The Voss report identifies active water intrusion primarily at the construction joint near Elevation 21.5 feet and recommends polyurethane injection repair at the Elevation 21.5-foot and 10.3-foot construction joints.

The Voss Laboratories report is referenced as the engineering basis for the repair areas and general repair intent. AST has not independently verified all dimensions, subsurface conditions, flow paths, or conclusions contained in that report. Actual repair quantities, injection locations, access requirements, material consumption, pressures, port spacing, and sequencing may be adjusted by AST based on conditions encountered during performance of the work.

Project logistics and Owner-furnished support assumptions are also based on HBMWD correspondence dated August 2026, including written confirmation of crane support, confined-space attendant/topside support, rescue equipment, environmental notification, and the anticipated September repair window.

2. Proposed Repair Material

The proposed injection material is ChemCo Systems CCS™ Grout 2 Flex SLV, or an approved equivalent meeting the project requirements. The material is a super-low-viscosity, flexible, hydrophobic, water-reactive polyurethane grout intended for water infiltration/exfiltration, construction joints, cracks, pipe penetrations, fine voids, and water-holding structures.

4191 Business Drive, Suite A
Shingle Springs, CA 95682

Phone (530) 676-6550
Fax (530) 676-6099

- Material shall carry current NSF/ANSI/CAN 61 certification for potable-water contact for the intended application.
- Product Technical Data Sheet, Safety Data Sheet, and applicable NSF certification documentation will be submitted for review prior to installation.
- Material preparation, catalyst ratio, cup testing, storage, handling, and installation will generally follow the manufacturer's current published instructions, subject to field conditions and AST means and methods.
- Final material selection remains subject to submittal review and field suitability.

Installation Reference Specification. AST will use the ChemCo Systems guide specification, 'Concrete Crack Injection with Water-Reactive Polyurethane Grout,' as a technical installation reference for surface preparation, injector/packer development, flushing, material preparation, cup testing, injection sequencing, pressure control, and cleanup. The guide specification informs the work but does not supersede AST's field judgment or control of means and methods. Generic bidding, measurement, payment, warranty, or six-month 'successfully sealed' provisions contained in the manufacturer's guide specification are expressly excluded from this proposal unless separately incorporated in writing.

3. Scope of Work

- Coordinate work activities, access, shutdown/dewatering requirements, site logistics, and work sequencing with HBMWD.
- Perform pre-work visual review of the identified construction joints and accessible leakage areas from the developed work platform.
- Prepare concrete and joint surfaces as necessary to permit identification of active leakage paths and effective installation of the injection system.
- Develop injection ports/packers at locations selected by AST based on observed joint geometry, leakage behavior, concrete condition, access, and manufacturer recommendations.
- Where appropriate, AST may install injection points directly into or immediately adjacent to the leaking construction joint rather than relying exclusively on angled drilling. Final port configuration and drilling method will be determined in the field.
- Flush and condition injection points and defects as required; install temporary surface containment/seals where necessary to control resin escape during injection.
- Perform polyurethane injection systematically through the designated repair areas, including repeated injection passes as necessary to achieve material travel, rejection, and practical reduction of active leakage.

- Address localized leakage associated with the joint and areas adjacent to the pipe penetration as field conditions warrant and within the authorized scope.
- Remove injection hardware as appropriate, patch injection locations where required, remove cured excess material, and leave the immediate work area in a clean condition.
- Observe repaired areas following cure and document the general post-injection leakage condition.

4. Water Intrusion – Performance Objective and Limitation

AST will use appropriate industry-standard means, methods, equipment, and approved materials in an effort to substantially reduce water intrusion, with the objective of achieving complete stoppage where field conditions permit. However, complete elimination of leakage is not guaranteed.

The structure contains multiple construction joints and does not incorporate an effective waterstop at the subject joints. Water migration within or behind the concrete, changes in hydrostatic conditions, concealed discontinuities, inaccessible flow paths, and redistribution of water to adjacent or lower joints can affect final performance. Injection work may therefore reduce or stop leakage at one location while revealing or increasing leakage at another location. AST's obligation is to perform the authorized repair work in a professional manner using suitable materials and accepted injection practices; the proposal does not constitute a warranty or guarantee of a watertight structure or permanent elimination of all water intrusion.

5. Surface Contamination / Owner Preparation

Existing grease, oil, residue, and other contaminants have been reported and observed on portions of the interior concrete surfaces. Effective surface preparation is required before repair work can proceed.

Current proposal basis: HBMWD will remove gross grease, oil, and operational residue from the principal work areas before AST begins injection preparation. This allocation will be confirmed during final field coordination. AST will perform localized final preparation directly associated with the injection operation.

If HBMWD requests AST to perform substantial degreasing, washing, waste collection, or disposal beyond normal localized repair preparation, that work will be treated as additional T&M work unless specifically included in the final commercial proposal.

6. Mobilization

- Pre-mobilization coordination, project planning, and confirmation of site readiness.
- Mobilize AST personnel, injection equipment, pumps, hoses, packers/ports, repair materials, normal hand tools, repair-specific PPE, and access/platform components within AST's scope.
- HBMWD will provide the contracted crane used to transfer AST equipment between shore and Collector Well No. 4.

- Coordinate crane picks, staging, electrical power, potable water, dewatering/water-level control, and facility operating restrictions with HBMWD.

Commercial basis: Fixed mobilization amount - TBD.

7. Confined Space Entry and Access Development

Collector Well No. 4 will be treated as a permit-required confined-space work area. AST will perform its work in accordance with its applicable confined-space procedures and will retain responsibility for the safety of its employees, repair-specific means and methods, work-positioning, and acceptance of the entry conditions before entry.

Based on HBMWD's written project correspondence, the proposal assumes the District will furnish the following confined-space and topside support:

- Hole watch / attendant.
- Topside support personnel.
- Two confined-space rescue tripods: one equipped with winch/SRL and one equipped with a winch.
- On-site contracted crane, available for equipment handling and capable of supporting emergency extraction from the well when incorporated into the accepted rescue plan.
- Coordination of District operations required to maintain the work area in an acceptable condition for entry and repair activities.

AST will verify that the combined entry and rescue arrangement is acceptable before beginning work. If additional dedicated rescue personnel, specialized retrieval equipment, ventilation, continuous monitoring equipment, or third-party rescue services are required beyond the District support described above, those requirements will be addressed by mutual agreement and treated as additional work unless specifically included in the final price.

AST will develop and mechanically anchor the temporary internal work platform/access system required to safely reach the repair elevations. Final anchorage locations and platform configuration will be determined in the field after verification of actual conditions. The proposal includes reasonable time for drilling, anchoring, erection, adjustment, and removal of the temporary work platform.

Commercial basis: Confined-space/access development - TBD in final pricing.

7A. AST Confined-Space Qualifications and Limitations

AST's scope is limited to providing qualified confined-space entrants for the internal repair work and performing atmospheric monitoring within the work space as required for AST's entry and continued occupancy.

- AST will provide qualified and authorized entrants for the internal repair work.

- AST will perform internal atmospheric testing/air monitoring associated with its entry operations.
- AST will provide repair-specific PPE, tools, equipment, and means and methods required for its employees to perform the authorized work.
- AST will not furnish the confined-space hole watch/attendant.
- AST will not furnish a third-party confined-space rescue service or dedicated external rescue team.
- HBMWD will provide the hole watch/attendant, topside support, rescue tripods/retrieval equipment, and crane support described in District correspondence.
- Entry will not proceed unless AST determines that the combined entry, retrieval, communication, and rescue arrangement is acceptable for its personnel and the conditions present at the time of entry.

Qualification: Any requirement imposed after award for AST to furnish a dedicated hole watch, third-party rescue service, additional rescue personnel, or materially different confined-space support than identified above will constitute a change in scope and will be subject to additional compensation and schedule adjustment.

8. Injection Repair Work – Commercial Basis

Hands-on repair operations are proposed on a Time-and-Materials basis because the quantity of grout, number of injection points, required injection passes, leakage response, concealed flow paths, and duration of repair activities cannot be reliably determined before the work is opened and performed.

- Labor: T&M at agreed project rates – TBD.
- Equipment: T&M / scheduled equipment rates – TBD.
- Materials: actual quantities used, billed in accordance with the final proposal – TBD.
- Consumables and disposal: as defined in final pricing schedule.
- Work outside the identified repair areas or resulting from newly discovered conditions will require authorization before proceeding, except where immediate action is necessary for safety or protection of the work.

9. Demobilization

- Remove AST repair equipment, unused materials, temporary repair-specific containment, and work debris.
- Perform normal cleanup of AST work areas.
- Coordinate removal of access/work-platform equipment within AST's assigned scope.
- Provide closeout documentation applicable to the performed repair work.

Commercial basis: Fixed demobilization amount – TBD.

9A. HBMWD-Furnished Support and Project Conditions

- Contracted crane for transport of equipment between shore and the collector.
- Confined-space hole watch/attendant and topside support.
- Two rescue tripods and associated winch/SRL equipment as described in District correspondence.
- District operational coordination for dewatering/water-level control and access.
- Environmental-agency notification associated with the repair work.
- Work condition allowing no entry into the surrounding water and no discharge to the water.
- Gross cleaning/removal of grease, oil, and operational residue from the principal work areas before AST's injection preparation.

10. Assumptions and Exclusions

- Structural engineering, redesign, or modification of the existing well structure is excluded unless specifically added.
- Removal/replacement of major concrete sections, pipe, manifold components, or existing annular repair mortar is excluded unless specifically authorized.
- Major cleaning/degreasing of District operational contamination is excluded from the base repair scope unless added by amendment or T&M authorization.
- Dewatering, pumping operations, water-level control, and facility operation by HBMWD are assumed unless otherwise defined in the final responsibility matrix.
- Hazardous-material abatement, environmental remediation, and disposal of pre-existing contaminated materials are excluded unless specifically included.
- Repair quantities are not guaranteed. Final quantities will be based on field conditions and authorized work performed.

11. Schedule

HBMWD has identified September 14-16, 2026, as the targeted repair window, with District dive operations tentatively scheduled for September 17-18 to support return of the collector to service. The commercial plan is presently based on approximately two days of repair exposure plus mobilization/demobilization activities, subject to final field verification, Board authorization, site readiness, and material/submittal approval.

HBMWD has stated that it will notify the applicable environmental regulatory agencies and that no additional project permit is anticipated, provided the work does not enter the water and no discharge to the water occurs. AST's work plan and housekeeping will be arranged around those stated constraints.

12. Reference / Submittal Documents

- Voss Laboratories, Inc. – Ranney Collector Well #4, Concrete Inspection and Testing, dated July 28, 2026.
- ChemCo Systems – CCS™ Grout 2 Flex SLV Technical Data Sheet, Revision 20260323.JD.
- ChemCo Systems – CCS Grout 2 Flex Safety Data Sheet, Revision Date August 12, 2024.
- ChemCo Systems – Concrete Crack Injection with Water-Reactive Polyurethane Grout, Guide Specification.
- NSF/ANSI/CAN 61 certification documentation – to be appended upon receipt/selection of final approved product.

13. Pricing and Commercial Terms

The work is proposed on a combined Fixed Firm Price and Time-and-Materials basis. Mobilization and demobilization will be performed for fixed firm amounts. Temporary access/platform development, confined-space entry activities within AST's scope, and polyurethane injection repair operations will be performed on a Time-and-Materials basis using AST's applicable 2026 utility labor and equipment rates, together with actual project materials, lodging/per diem, and other authorized project costs.

Commercial Item	Pricing Basis	Amount
Mobilization	Fixed Firm Price	\$3,500.00
Estimated T&M Field Work	AST 2026 Utility Rates / NTE	\$37,668.40
Demobilization	Fixed Firm Price	\$1,971.35
TOTAL ESTIMATED PROJECT COST / NTE	Combined Basis	\$43,139.75

13.1 Estimate Basis

The above amount is an estimate based upon the presently understood scope, anticipated field conditions, approximately two days of active field repair operations, and AST's applicable 2026 utility labor and equipment rates. The estimated T&M amount includes anticipated labor, equipment, repair materials and consumables, lodging/per diem, planning/submittal effort, and other project-specific costs currently expected for the work. Actual T&M charges will be based upon authorized costs actually incurred. AST will not exceed the authorized Not-to-Exceed amount without prior authorization from HBMWD, except for work reasonably necessary to place the site in a safe condition.

13.2 Payment Basis

Payment will be based upon the pricing structure stated above. Fixed Firm Price items will be invoiced as performed, and T&M work will be billed from actual authorized labor, equipment, materials, lodging/per diem, and other project costs incurred. Payment is not contingent upon complete elimination of water intrusion.

13.3 Repair Performance Objective and Limitation

AST will make every reasonable and professionally appropriate effort, using suitable materials, experienced personnel, and accepted tradecraft, to substantially reduce the observed water intrusion, with the objective of complete stoppage at the treated locations where field conditions permit. Due to concealed flow paths, multiple construction joints, the absence of an effective waterstop, unknown voids, hydraulic connectivity, and the potential for water to migrate or reappear at adjacent locations, complete or permanent stoppage of all water intrusion cannot be guaranteed.

AST's obligation is to perform the authorized repair work in a professional and workmanlike manner consistent with the approved material system, applicable manufacturer guidance, and accepted injection practices. No warranty is made that Collector Well No. 4 will become completely watertight or remain free from future leakage.

13.4 Qualifications, Exclusions, and Changed Conditions

- Unknown or concealed voids, discontinuities, leakage paths, deteriorated mortar, inaccessible defects, or conditions differing materially from the available project information may require additional labor, materials, equipment, or time.
- Grout consumption is dependent upon concealed void volume, defect geometry, and hydraulic connectivity and cannot be accurately predetermined.
- Additional injection passes, new injection locations, newly expressed leakage, or extension of work beyond the initially identified repair areas will be treated as additional T&M work subject to available authorization.
- Substantial degreasing or removal of pre-existing oil, grease, operational residue, or contaminated material beyond normal localized injection preparation is excluded unless specifically authorized.
- AST will not provide a third-party rescue service or confined-space hole watch/attendant. HBMWD will provide the Owner-furnished confined-space support described elsewhere in this proposal.
- Any material change in Owner-furnished support, access conditions, rescue requirements, or facility operations may result in additional T&M cost and/or schedule adjustment.

13.5 Owner-Furnished Support and Delays

Pricing and duration are based on HBMWD furnishing the crane, hole watch/attendant, topside support, rescue tripods/retrieval equipment, operational coordination, water-level control/dewatering, and other Owner-furnished support identified in this proposal. Standby time, remobilization, extended

duration, or additional cost resulting from unavailable Owner-furnished support, access restrictions, facility conditions, operational delays, or interruptions outside AST's control will be billed on a T&M basis.

13.6 Estimated Duration

The estimate is based upon approximately two days of active field repair operations plus mobilization and demobilization. Actual duration may vary based upon leakage response, grout travel and consumption, required injection passes, access conditions, District operations, confined-space constraints, and other conditions encountered during execution.

13.7 Payment Terms

Fixed Firm Price items will be invoiced upon performance of the applicable mobilization or demobilization activity. T&M work will be invoiced from actual documented project costs. Payment terms: 2% 10 Days- Net 30 days.

Proposal Authorized By:



Glenn P. Evans
President

END OF SECTION

CCS™ GROUT 2 FLEX SLV

SUPER LOW VISCOSITY FLEXIBLE HYDROPHOBIC POLYURETHANE FOAM

TECHNICAL DATA SHEET

FOR PROFESSIONAL CONTRACTOR USE ONLY



CCS™ Grout 2 Flex SLV is a super low viscosity, two-part flexible hydrophobic water activated polyurethane grout sealant designed for moving cracks, cold joints, joints in concrete and shotcrete, and water infiltration and exfiltration. The product has volume expansion capabilities up to 1000% and once cured does not shrink or swell. CCS™ Grout 2 Flex SLV is used for fine and hairline cracks and voids where constant movement is inherent and waterproofing is required.

FEATURES

- Flexible to accommodate movement
- Cures in dry or wet conditions
- Resists high & low pH
- Up to 1000% volume expansion
- Certified to NSF/ANSI 61 for potable water contact

APPLICATIONS

- Eliminating water infiltration and exfiltration
- Sealing construction joints, cracks, pipe penetrations
- Fine and hairline cracks, small annular spaces, dynamic joints
- Dams, tunnels, sewers, manholes, water holding structures, above and below grade structures

MIXING

The volume mixing ratio is 10 parts CCS™ Grout 2 Flex SLV (Part A) to 1 part CCS™ Grout Catalyst (Part B)

Before application, pre-mix Part A and Part B. All equipment used to mix the material must be dry to prevent the CCS™ Grout 2 Flex from reacting. Mix Part A and Part B together in a ratio of 10A:1B and place it in the injection pump bucket.

The CCS™ Grout 2 Flex SLV mixture will only activate when it comes in contact with water. However, the surface may harden which will protect the resin in bucket. Leave "skin" in place until all resin has been used or until mixing a new resin batch.

INSTALLING

This product requires a single-component pump with a variable PSI setting. Before adding the product to the pump hopper or line, ensure it is thoroughly mixed with the Part B. Verify mix with cup test.

Be mindful of the temperature and humidity in the environment, as these factors affect the pot life of the premixed batch. You can adjust the accelerator ratio based on the application. The recommended catalyst mix ratios range from 3% to 10%, though higher percentages (up to 20%) may be used in cases of increased water flow or low

TECHNICAL DATA

PHYSICAL PROPERTIES		TEST METHOD	TEST METHOD
Mix Ratio A:B			10:1 by volume
Color	Part A Part B		Pale Yellow Clear
Density	Part A Part B	ASTM D1638	9.04 lbs/gal 8.39 lbs/gal
Viscosity	Part A Part B	ASTM D1638	250 cps 50 cps
Flash Point	Part A Part B	ASTM D93	200 °F (93 °C) 200 °F (93 °C)
Induction Time at 73 °F			40 s
Gel Time at 73 °F			90 s
Expansion			800-1000%
Tensile Strength (under 4V confinement)		ASTM D3574	100 psi
Elongation at Break (under 4V confinement)		ASTM D3574	250%
Shrinkage			<2%
Corrosiveness			Non-Corrosive

temperatures. Increasing the catalyst percentage accelerates the reaction time, enhances expansion, and reduces product density. For optimal waterproofing, a higher density is preferred. For soil stabilization, you may use catalyst ratios of 3% to 5%. Only mix as much material as will be pumped within a reasonable time frame. Note: High temperatures and humidity will reduce gel time.

CLEAN UP

Excess mixed product is best removed from the work area and tools before it hardens. The use of rags and solvents such as acetone or heavy-duty detergents facilitates cleaning. Cured product may be removed from tools by soaking in an epoxy stripper.

Do not use MEK (methyl ethyl ketone) for cleaning.



PACKAGING & COLORS

- Standard package sizes of Part A + Part B are 5 1/2 gallons: one 5-gallon pail of Part A (CCS™ Grout 2 Flex SLV) and one 1/2-gallon can of Part B (CCS™ Grout Catalyst).
- Standard mix color is pale yellow.

SHELF LIFE

One year minimum in unopened, original containers when stored between 60°F and 95°F (15-35°C) in a dry place away from sunlight. Remixing of components may be required upon long-term

SAFETY

This bulletin does not accompany the product when sold. For hazard warnings, safe handling and first aid instructions, CAREFULLY READ THE SAFETY DATA SHEETS AND CONTAINER WARNING LABELS.

Wear protective clothing, gloves and eye protection (goggles, safety glasses and/or face shield). Keep out of the reach of children. In case of ingestion, seek medical help immediately. May cause skin irritation upon contact, especially prolonged or repeated. If skin contact occurs, wash immediately with soap and water and seek medical help as needed. If eye contact occurs, flush immediately with clean water and seek medical help as needed. Dispose of waste material in accordance with federal, state and local requirements. As per GHS, category 1 is the greatest level of hazard within each class.

Warning: This product contains Isocyanates and Solvent. CCS™ Grout Catalyst is considered Dangerous Goods. DOT classification: Corrosive Liquid, N.O.S. (Contains Amine), Class 8, UN 1760, PG III. Do not use MEK (methyl ethyl ketone) for cleaning of any kind.

TECHNICAL SUPPORT

Additional information and technical assistance are also available from a ChemCo Systems Technical Representative at 650-261-3790 or sales@chemcosystems.com.



Limited Warranty: Please read all information in the General Guidelines, Technical Data Sheets, Guide Specifications and Safety Data Sheets (SDS) before applying material. These products are for professional use only and preferably applied by professionals who have prior experience with ChemCo Systems materials or have undergone training in application of ChemCo Systems materials. Published technical data and instructions are subject to change without notice. Contact your local ChemCo Systems representative or visit our website for current technical data, instructions, and project specific recommendations.

ChemCo Systems warrants its products to be free of manufacturing defects and that they will meet ChemCo Systems' current published physical properties. Seller's and manufacturer's sole responsibility shall be to replace that portion of the product which proves to be defective. There are no other warranties by ChemCo Systems of any nature whatsoever expressed or implied, including any warranty of merchantability or fitness for a particular purpose in connection with this product. ChemCo Systems shall not be liable for damages of any sort, including remote or consequential damages resulting from any claimed breach of any warranty whether expressed or implied. ChemCo Systems shall not be responsible for use of this product in a manner to infringe on any patent held by others. In addition, no warranty or guarantee is being issued with respect to appearance, color, fading, chalking, staining, shrinkage, peeling, normal wear and tear or improper application by the applicator. Damage caused by abuse, neglect and lack of proper maintenance, acts of nature and/or physical movement of the substrate or structural defects are also excluded from the limited warranty. ChemCo Systems reserves the right to conduct performance tests on any material claimed to be defective prior to any repairs by owner, general contractor, or applicator.

Disclaimer: All guidelines, recommendations, statements, and technical data contained herein are based on information and tests we believe to be reliable and correct, but accuracy and completeness of said tests are not guaranteed and are not to be construed as a warranty, either expressed or implied. It is the user's responsibility to satisfy himself, by his own information and test, to determine suitability of the product for his own intended use, application and job situation and user assumes all risk and liability resulting from his use of the product. We do not suggest or guarantee that any hazard listed herein are the only ones which may exist. Neither seller nor manufacturer shall be liable to the buyer or any third person for any injury, loss or damage directly or indirectly resulting from use of, or inability to use, the product. Recommendations or statements, whether in writing or oral, other than those contained herein shall not be binding upon the manufacturer, unless in writing and signed by a corporate officer of the manufacturer. Technical and application information is provided for the purpose of establishing a general profile of the material and proper application procedures. Test performance results were obtained in a controlled environment and ChemCo Systems makes no claim that these tests or any other tests accurately represent all environments. ChemCo Systems is not responsible for typographical errors. © 2026 ChemCo Systems. All rights reserved. Revision 20260323.JD

SECTION 1) CHEMICAL PRODUCT AND SUPPLIER'S IDENTIFICATION

Product ID : 10-15482
Product Name : CCS Grout 2 Flex
Revision Date : Aug 12, 2024 **Date Printed :** Aug 12, 2024
Version: 1.0 **Supersedes Date :** N.A.
Manufacturer's Name : ChemCo Systems - A Division of American Polymers Corporation
Address : 14722 Spring Ave, Santa Fe Springs, CA, US, 90670-5108
Emergency Phone : Chemtrec:800-4249300 (account: CCN1217) OR International:703-5273887 (account:CCN1217)
Information Phone : 562-8028834
Fax : (562) 921-7363
Product/Recommended Uses: For Further Information, Refer to the Product Technical Data Sheet.

SECTION 2) HAZARDS IDENTIFICATION

Classification:

Specific Target Organ Toxicity - Repeated Exposure - Category 2
Skin Irritation - Category 3
Respiratory Sensitizer (Solid/Liquid) - Category 1
Skin Sensitizer - Category 1
Carcinogenicity - Category 2
Reproductive Toxicity - Category 1B
Eye Irritation - Category 2
Acute aquatic toxicity - Category 1

Pictograms:**Signal Word:**

Danger

Hazardous Statements - Health:

H351 - Suspected of causing cancer.
H319 - Causes serious eye irritation
H360 - May damage fertility or the unborn child (state specific effect if known) (state route of exposure if it is conclusively proven that no other routes of exposure cause the hazard)
H334 - May cause allergy or asthma symptoms or breathing difficulties if inhaled
H316 - Causes mild skin irritation
H317 - May cause an allergic skin reaction
H373 - May cause damage to organs through prolonged or repeated exposure.

Hazardous Statements - Environmental:

H400 - Very toxic to aquatic life

Precautionary Statements - General:

P101 - If medical advice is needed, have product container or label at hand.
P102 - Keep out of reach of children.

P103 - Read label before use.

Precautionary Statements - Prevention:

P273 - Avoid release to the environment.
P201 - Obtain special instructions before use.
P202 - Do not handle until all safety precautions have been read and understood.
P280 - Wear protective gloves/protective clothing/eye protection/face protection.
P264 - Wash thoroughly after handling.
P261 - Avoid breathing dust/fume/gas/mist/vapors/spray.
P284 - [In case of inadequate ventilation] wear respiratory protection.
P272 - Contaminated work clothing should not be allowed out of the workplace.
P260 - Do not breathe dust/fume/gas/mist/vapors/spray.

Precautionary Statements - Response:

P391 - Collect spillage.
P308 + P313 - IF exposed or concerned: Get medical advice/attention.
P305 + P351 + P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P337 + P313 - If eye irritation persists: Get medical advice/attention.
P304 + P340 - IF INHALED: Remove person to fresh air and keep comfortable for breathing.
P342 + P311 - If experiencing respiratory symptoms: Call a POISON CENTER/doctor.
P332 + P313 - If skin irritation occurs: Get medical advice/attention.
P302 + P352 - IF ON SKIN: Wash with plenty of water.
P333 + P313 - If skin irritation or a rash occurs: Get medical advice/attention.
P321 - Specific treatment (see section 4 on this SDS).
P362 + P364 - Take off contaminated clothing. And wash it before reuse.
P314 - Get Medical advice/attention if you feel unwell.

Precautionary Statements - Storage:

P405 - Store locked up.

Precautionary Statements - Disposal:

P501 - Dispose of contents/ container to an approved waste disposal plant.

SECTION 3) COMPOSITION / INFORMATION ON INGREDIENTS

CAS	Chemical Name	% by Weight
0068092-58-0	POLYURETHANE PREPOLYMER	39% - 72%
0000084-74-2	DIBUTYL PHTHALATE	18% - 32%
0009016-87-9	POLYMETHYLENE POLYPHENYL ISOCYANATE	5% - 9%
0000101-68-8	4,4'-METHYLENEDIPHENYL DIISOCYANATE	4% - 7%
0026447-40-5	MDI (MONOMER)	1.1% - 1.9%

SECTION 4) FIRST-AID MEASURES

Inhalation:

Remove source of exposure or move person to fresh air and keep comfortable for breathing. If experiencing respiratory symptoms: Call a POISON CENTER/doctor. If breathing is difficult, trained personnel should administer emergency oxygen if advised to do so by the POISON CENTER/doctor.

If exposed/feel unwell/concerned: Call a POISON CENTER/doctor.

Eliminate all ignition sources if safe to do so.

Skin Contact:

Take off contaminated clothing, shoes and leather goods (e.g. watchbands, belts). Gently blot or brush away excess product. Wash with plenty of lukewarm, gently flowing water for a duration of 15-20 minutes. If skin irritation or rash occurs: Get medical advice/attention. Wash contaminated clothing before re-use or discard.

IF exposed or concerned: Get medical advice/attention.

Eye Contact:

Avoid direct contact. Wear chemical protective gloves, if necessary.

Rinse eyes cautiously with lukewarm, gently flowing water for several minutes, while holding the eyelids open. Remove contact lenses, if present and easy to do. Continue rinsing for 15-20 minutes. Take care not to rinse contaminated water into the unaffected eye or onto the face. If eye irritation persists: Get medical advice/attention.

Ingestion:

Rinse mouth. Do NOT induce vomiting. Immediately call a POISON CENTER/doctor. If vomiting occurs naturally, lie on your side, in the recovery position.

IF exposed or concerned: Get medical advice/attention.

SECTION 5) FIRE-FIGHTING MEASURES

Suitable Extinguishing Media:

Dry chemical, foam, carbon dioxide is recommended. Water spray is recommended to cool or protect exposed materials or structures. Carbon dioxide can displace oxygen. Use caution when applying carbon dioxide in confined spaces. Simultaneous use of foam and water on the same surface is to be avoided as water destroys the foam. Sand or earth may be used for small fires only.

Unsuitable Extinguishing Media:

If water is used, use very large quantities of cold water. The reaction between water and hot isocyanate may be vigorous.

Specific Hazards in Case of Fire:

Vapors may accumulate and travel to ignition sources distant from the handling site; flash fire can occur.

Excessive pressure or temperature may cause explosive rupture of containers.

Water contamination will produce carbon dioxide. Do not reseal contaminated containers as pressure buildup may rupture them.

Fire-fighting Procedures:

Isolate immediate hazard area and keep unauthorized personnel out. Stop spill/release if it can be done safely. Move undamaged containers from immediate hazard area if it can be done safely. Water spray may be useful in minimizing or dispersing vapors and to protect personnel. Water may be ineffective but can be used to cool containers exposed to heat or flame. Caution should be exercised when using water or foam as frothing may occur, especially if sprayed into containers of hot, burning liquid.

Dispose of fire debris and contaminated extinguishing water in accordance with official regulations.

Special Protective Actions:

Wear NIOSH approved self-contained breathing apparatus in positive pressure mode with full-face piece. Boots, gloves (neoprene), goggles, and full protective clothing are also required.

Care should always be exercised in dust/mist areas.

SECTION 6) ACCIDENTAL RELEASE MEASURES

Emergency Procedure:

ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area).

Do not touch or walk through spilled material.

Isolate hazard area and keep unnecessary people away. Remove all possible sources of ignition in the surrounding area. Notify authorities if any exposure to the general public or the environment occurs or is likely to occur.

If spilled material is cleaned up using a regulated solvent, the resulting waste mixture may be regulated.

Recommended Equipment:

Positive pressure, full-face piece self-contained breathing apparatus(SCBA), or positive pressure supplied air respirator with escape SCBA (NIOSH approved).

Personal Precautions:

Avoid breathing vapors. Avoid contact with skin, eyes or clothing. Do not touch damaged containers or spilled materials unless wearing appropriate protective clothing.

Environmental Precautions:

Stop spill/release if it can be done safely. Prevent spilled material from entering sewers, storm drains, other unauthorized drainage systems and natural waterways by using sand, earth, or other appropriate barriers.

Methods and Materials for Containment and Cleaning up:

Cover container, but do not seal, and remove from work area. Prepare a decontamination solution of 2.0% liquid detergent and 3-8% concentrated ammonium hydroxide in water (5-10% sodium carbonate may be substituted for the ammonium hydroxide). Follow the precautions on the supplier's safety data sheets.

Treat the spill area with the decontamination solution, using about 10 parts of the solution for each part of the spill, and allow it to react for at least 15 minutes. Carbon dioxide will be evolved, leaving insoluble polyureas. Residues from spill cleanup, even when treated as described may continue to be regulated under provisions of RCRA and require storage and disposal as hazardous waste.

Slowly stir the isocyanate waste into the decontamination solution described above. Let stand for 48 hours, allowing the evolved carbon dioxide to vent away, residues may still be subject to RCRA storage and disposal requirements. Dispose off in compliance with all relevant local, state, and federal laws and regulations regarding treatment.

SECTION 7) HANDLING AND STORAGE

General:

Wash hands after use.
Do not get in eyes, on skin or on clothing.
Do not breathe vapors or mists.
Use good personal hygiene practices.
Eating, drinking and smoking in work areas is prohibited.
Remove contaminated clothing and protective equipment before entering eating areas.

Ventilation Requirements:

Use only with adequate ventilation to control air contaminants to their exposure limits. The use of local ventilation is recommended to control emissions near the source.

Storage Room Requirements:

Keep container(s) tightly closed and properly labeled. Store in cool, dry, well-ventilated areas away from heat, direct sunlight, strong oxidizers and any incompatibilities. Store in approved containers and protect against physical damage. Keep containers securely sealed when not in use. Indoor storage should meet OSHA standards and appropriate fire codes. Containers that have been opened must be carefully resealed to prevent leakage. Empty container retain residue and may be dangerous.
Use non-sparking ventilation systems, approved explosion-proof equipment and intrinsically safe electrical systems in areas where this product is used and stored.

Ground and bond containers and receiving equipment. Avoid static electricity by grounding.

Do not cut, drill, grind, weld, or perform similar operations on or near containers. Do not pressurize containers to empty them. Ground all structures, transfer containers and equipment to conform to the national electrical code. Use procedures that prevent static electrical sparks. Static electricity may accumulate and create a fire hazard.

SECTION 8) EXPOSURE CONTROLS/PERSONAL PROTECTION

Eye Protection:

Wear eye protection with side shields or goggles. Wear indirect-vent, impact and splash resistant goggles when working with liquids. If additional protection is needed for entire face, use in combination with a face shield.

Skin Protection:

Use of gloves approved to relevant standards made from the following materials may provide suitable chemical protection: PVC, neoprene or nitrile rubber gloves. Suitability and durability of a glove is dependent on usage, e.g. frequency and duration of contact, chemical resistance of glove material, glove thickness, dexterity. Always seek advice from glove suppliers. Contaminated gloves should be replaced. Use of an apron and over-boots of chemically impervious materials such as neoprene or nitrile rubber is recommended to avoid skin sensitization. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace. Launder soiled clothes or properly disposed of contaminated material, which cannot be decontaminated.

Depending on conditions of use, additional protection may be required such as apron, arm covers, or full body suit.
Wash contaminated clothing before re-wearing.

Respiratory Protection:

If airborne concentrations exceed or are expected to exceed the TLV, use MSHA/NIOSH approved positive pressure supplied pressure supplied air respiratory with a full face piece or an air supplied hood. For emergencies, use a positive pressure self-contained breathing apparatus. Air purifying (cartridge type) respirators are not approved for protection against isocyanates.

Appropriate Engineering Controls:

Provide exhaust ventilation or other engineering controls to keep the airborne concentrations of vapors below their respective threshold limit value.

Chemical Name	OSHA TWA (ppm)	OSHA TWA (mg/m3)	OSHA STEL (ppm)	OSHA STEL (mg/m3)	OSHA- Tables- Z1,2,3	OSHA Carcinogen	OSHA Skin designation	NIOSH TWA (ppm)	NIOSH TWA (mg/m3)	NIOSH STEL (ppm)	NIOSH STEL (mg/m3)	NIOSH Carcinogen
4,4'- METHYLENEDIPHEN- YL DIISOCYANATE	0.02 ceiling	0.2 ceiling			1			0.005	0.050			
DIBUTYL PHTHALATE		5			1				5			

Chemical Name	ACGIH TWA (ppm)	ACGIH TWA (mg/m3)	ACGIH STEL (ppm)	ACGIH STEL (mg/m3)
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4,4'-METHYLENEDIPHENYL DIISOCYANATE	0.005	0.051		
DIBUTYL PHTHALATE		5		

SECTION 9) PHYSICAL AND CHEMICAL PROPERTIES

Physical and Chemical Properties

Density	9.04 lb/gal
Specific Gravity	1.08
VOC Regulatory	0.00 lb/gal
VOC Part A & B Combined	N.A.
Appearance	Thin Liquid
Odor Threshold	N.A.
Odor Description	Mild Chemical
pH	N.A.
Water Solubility	Reacts with Water
Flammability	N/A
Flash Point Symbol	N.A.
Flash Point	93 °C
Viscosity	N.A.
Lower Explosion Level	N.A.
Upper Explosion Level	N.A.
Vapor Pressure	N.A.
Vapor Density	Heavier than air
Freezing Point	N.A.
Melting Point	N.A.
Low Boiling Point	204 °C
High Boiling Point	N.A.
Auto Ignition Temp	N.A.
Decomposition Pt	N.A.
Evaporation Rate	Slower than ether
Coefficient Water/Oil	N.A.

SECTION 10) STABILITY AND REACTIVITY

Stability:

Material is stable at standard temperature and pressure.

Conditions to Avoid:

Heat, high temperature, open flame, sparks, and moisture. Contact with incompatible materials in a closed system will cause liberation of carbon dioxide and buildup of pressure.

Hazardous Reactions/Polymerization:

Will not occur under normal conditions but under high temperatures in the presence of alkalis, tertiary amines, and metal compounds will accelerate polymerization. Possible evolution of carbon dioxide gas may rupture closed containers.

Incompatible Materials:

This product will react with any material containing active hydrogens, such as water, alcohol, ammonia, amines, alkalis and acids, the reaction with water is slow under 50°C, but is accelerated at higher temperature and in the presence of alkalis, tertiary amines, and metal compounds. Some reactions can be violent. Material can react with strong oxidizing agents.

Hazardous Decomposition Products:

Carbon dioxide, carbon monoxide, nitrogen oxides, trace amounts of hydrogen cyanide and unidentified organic compounds may be formed during combustion.

SECTION 11) TOXICOLOGICAL INFORMATION

Skin Corrosion/Irritation:

Isocyanates react with skin protein and moisture and can cause irritation. Prolonged contact can cause reddening, swelling, rash, scaling, blistering, and, in some cases, skin sensitization. Individuals who have developed a skin sensitization can develop these symptoms as a result of contact with very small amounts of liquid material or as a result of exposure to vapor.

Causes mild skin irritation

Serious Eye Damage/Irritation:

Liquid, aerosols or vapors are severely irritating and can cause pain, tearing, reddening and swelling. Prolonged vapor contact may cause conjunctivitis. Any level of contact should not be left untreated.

Causes serious eye irritation

Carcinogenicity:

Suspected of causing cancer.

Respiratory/Skin Sensitization:

May cause allergy or asthma symptoms or breathing difficulties if inhaled

May cause an allergic skin reaction

Germ Cell Mutagenicity:

No data available

Reproductive Toxicity:

May damage fertility or the unborn child (state specific effect if known) (state route of exposure if it is conclusively proven that no other routes of exposure cause the hazard)

Specific Target Organ Toxicity - Single Exposure:

No data available

Specific Target Organ Toxicity - Repeated Exposure:

May cause damage to organs through prolonged or repeated exposure.

Aspiration Hazard:

No data available

Acute Toxicity:

No data available

0000101-68-8 4,4'-METHYLENEDIPHENYL DIISOCYANATE

LC50 (rat): 369-490 mg/m3 (aerosol) (4-hour exposure) (1)

LC50 (rat): 178 mg/m3 (17.4 ppm) (duration of exposure not reported) (2)

LD50 (oral, rat): greater than 10,000 mg/kg (1,2)

LD50 (dermal, rabbit): greater than 10,000 mg/kg (1)

LD50 (oral, mouse): 2,200 mg/kg (3)

0009016-87-9 POLYMETHYLENE POLYPHENYL ISOCYANATE

LC50 (rat): 490 mg/m3 (aerosol) 4-hour exposure (22)

LD50 (oral, rat): greater than 10000 mg/kg (PMPPi) (2)

LD50 (dermal, rabbit): greater than 5 mL/kg (6200 mg/kg) (PMPPi) (2)

0000084-74-2 DIBUTYL PHTHALATE

LC50 (mouse): 17680 mg/m3 (4-hour exposure); cited as 25000 mg/m3 (2-hour exposure) (12)

LD50 (oral, rat): 8000 mg/kg (1)

LD50 (oral, mouse): 4840 mg/kg (10, unconfirmed)

SECTION 12) ECOLOGICAL INFORMATION

Toxicity:

Very toxic to aquatic life

Persistence and Degradability:

No data available.

Bioaccumulative Potential:

No data available.

Mobility in Soil:

No data available.

Other Adverse Effects:

No data available.

SECTION 13) DISPOSAL CONSIDERATIONS

Waste Disposal:

Under RCRA, it is the responsibility of the user of the product, to determine at the time of disposal whether the product meets RCRA criteria for hazardous waste. Waste management should be in full compliance with federal, state, and local laws.

Empty containers retain product residue which may exhibit hazards of material, therefore do not pressurize, cut, glaze, weld or use for any other purposes. Return drums to reclamation centers for proper cleaning and reuse.

SECTION 14) TRANSPORT INFORMATION

U.S. DOT Information:

Not regulated.

IMDG Information:

Not regulated.

IATA Information:

Not regulated.

SECTION 15) REGULATORY INFORMATION

CAS	Chemical Name	% By Weight	Regulation List
0000084-74-2	DIBUTYL PHTHALATE	18% - 32%	CERCLA,HAPS,SARA312,SARA313,VHAPS,VOC,TSCA,RCRA,CA_Prop65 - California Proposition 65
0000101-68-8	4,4'-METHYLENEDIPHENYL DIISOCYANATE	4% - 7%	CERCLA,HAPS,SARA312,SARA313,VHAPS,VOC,TSCA
0009016-87-9	POLYMETHYLENE POLYPHENYL ISOCYANATE	5% - 9%	SARA312,SARA313,VOC,TSCA
0026447-40-5	MDI (MONOMER)	1.1% - 1.9%	SARA312,TSCA
0068092-58-0	POLYURETHANE PREPOLYMER	39% - 72%	SARA312,TSCA

SECTION 16) OTHER INFORMATION

OTHER INFORMATION:

Note: As per GHS, category 1 is the greatest level of hazard within each class.

GLOSSARY:

ACGIH- American Conference of Governmental Industrial Hygienists; ANSI- American National Standards Institute; Canadian TDG- Canadian Transportation of Dangerous Goods; CAS- Chemical Abstract Service; Chemtrec- Chemical Transportation Emergency Center (US); CHIP- Chemical Hazard Information and Packaging; DSL- Domestic Substances List; EC- Equivalent Concentration; EH40 (UK)- HSE Guidance Note EH40 Occupational Exposure Limits; EPCRA- Emergency Planning and Community Right-To-Know Act; ESL- Effects screening levels; HMIS- Hazardous Material Information Service; LC- Lethal Concentration; LD- Lethal Dose; NFPA- National Fire Protection Association; OEL- Occupational Exposure Limits; OSHA- Occupational Safety and Health Administration, US Department of Labor; PEL- Permissible Exposure Limit; SARA (Title III)- Superfund Amendments and Reauthorization Act; SARA 313- Superfund Amendments and Reauthorization Act, Section 313; SCBA- Self-Contained Breathing Apparatus; STEL- Short Term Exposure Limit; TCEQ - Texas Commission on Environmental Quality; TLV- Threshold Limit Value; TSCA- Toxic Substances Control Act Public Law 94-469; TWA - Time Weighted Value; US DOT- US Department of Transportation; WHMIS- Workplace Hazardous Materials Information System.

DISCLAIMER

To the best of our knowledge, the information contained herein is accurate. However, neither the above named supplier nor any of its subsidiaries assumes any liability whatsoever for the accuracy or completeness of the information contained herein. Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist. The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. Since conditions of use are outside our control, we make no warranties, express or implied, and assume no liability in connection with any use of this information.

HBMWD COLLECTOR
CONCRETE CRACK-JOINT INJECTION WITH
WATER-REACTIVE POLYURETHANE GROUT

PART 1 – GENERAL

1.01 DESCRIPTION

- A. This section specifies furnishing and installing a concrete crack sealing system with a single component injected water-reactive polyurethane grout for water fix of joints, cracks, fractures and holes in concrete, and the repair of expansion joints as directed by the Engineer and as shown on the Drawings.
- B. The contractor shall furnish, at no additional cost to the Owner, the services of a manufacturer approved technical field representative to insure proper injection of the water-reactive polyurethane grout.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Carefully examine all of the Contract Documents for requirements that affect the work of this section.
- B. Other sections that directly relate to the work of this section include, but are not limited to, the following:
 - 1. Special provisions for limitations in work hours and other security requirements.
 - 2. Appendix A: Details of Repairs.
 - 3. Appendix B: Tabulation of quantities and locations of the work.

1.03 QUALITY CONTROL

- A. Manufacturing Qualifications
 - 1. The manufacturer of the specified product shall:
 - a. Have an established program of training, certifying, and technically supporting a nationally organized Approved Contractor Program.
 - b. Have domestically produced product.
- B. Contractor Qualifications
 - 1. Contractor shall be an Approved Contractor of the manufacturer of the specified product, who has completed a program of instruction in the use of the specified repair material, and provide certification from the manufacturer attesting to their Approved Contractor status. Contractor shall be able to demonstrate past performance on at least five jobs of similar scope and size.
- C. Manufacturer's Representative
 - 1. Make all arrangements and pay all costs to have manufacturer's authorized Technical Representative on the job at the beginning of all major phases of the work, including joint preparation, and installation of polyurethane grout, to advise installer of the proper procedures and quality control techniques.

1.04 SUBMITTALS

A. Product Data

Submit manufacturer's product data, installation instructions, use limitations and recommendations for polyurethane grout material used and for all other associated materials as requested by the Engineer. Grout materials shall be non-flammable and non-toxic when cured.

- B. Provide a certificate of compliance stating that the repair material meets the specified requirements. Provide the manufacturer's current printed literature on the specified product.
- C. The Contractor shall submit a complete list of equipment and procedures for the proposed sealing of concrete cracks, holes fractures and joints.
- D. The Contractor shall submit to the Engineer for approval a detailed procedure for the installation of the water reactive polyurethane grout.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver the specified product in original, unopened containers with the manufacturer's name, labels, product identification, and batch numbers.
- B. Store the specified product in a condition as recommended by the manufacturer.

1.06 JOB CONDITIONS

- A. Environmental Conditions

Store dry at 50-90 degrees F. Material shall be 65-85 degrees F before using. Protect against freezing. Discard frozen material.

- B. pH of Water

The contractor shall test the pH of any ground water leaking into the structure. If the pH is high than 10 or lower than 3, inform the engineer and consult the grout manufacturer to get a material recommendation.

- C. Protection

Precautions should be taken to avoid damage to any surface or utilities, such as water pipes, conduits, or any mechanical or electrical systems on the site.

PART 2 – MATERIALS

2.01 POLYURETHANE WATER REACTIVE CHEMICAL GROUT

- A. The grouting material shall be a single component low viscosity hydrophobic polyurethane liquid. The grout shall be a water reactive single component polyurethane grout, developed to stop active leaks. The grout shall be nontoxic after curing. The polyurethane liquid shall react with water to foam and expand to form a flexible, tough, rubber type gasket that stops water.
- B. The grouting material shall be certified by the manufacturer to contain no toluene diisocyanates (TDIs).
- C. All water reactive polyurethanes grouts shall be packaged in metal containers with a blanket of dry nitrogen or other moisture free inert gas. Products packaged in plastic containers or without a moisture free inert gas layer will not be approved for use on this project.
- D. The product shall be CCS™ Grout 2 Flex by ChemCo Systems, Inc. Other products that meet the entire specified criterion of section 2.01 produced by other qualified manufacturers will be considered provided they are submitted for approval prior to bid.

- E. Product Properties of the Uncured Polyurethane Chemical Grout

Property — Standards — Result

- 1. Solids Content — ASTM D2369 — 100%
- 2. Viscosity — ASTM D2196 — 500 cps @ 77°F
- 3. Color — Visual — Pale Yellow

- 4. Density — ASTM D1638 — 9.0 lbs/gal
- 5. Flash Point — ASTM D93 — >200 deg. F
- F. Packers are required for injection. Packers for injection shall be supplied from the manufacturer.
- G. Hoses: Moisture impermeable hoses are required for use where grout material is being pumped.
- H. Expansion Joint Backer rod: The expansion joint backer rod shall be cross linked open cell polyurethane foam with a rectangular or circular cross section. The cross section of the cross-linked open cell polyurethane foam shall be a minimum 150% of the width of the joint as measured between the cleaned concrete surfaces.
- I. Surface Sealant: Cracks and joints with a width greater than 1/4" may require a surface seal to contain the grout during injection. Surface seal cracks with ChemCo CCS™ 170 Structural Bonder Paste, or polyurethane soaked oakum or open cell backer rod, depending on the size of the crack or joint.

PART 3 – CONSTRUCTION METHODS

3.01 SURFACE PREPARATION

- A. The cracks, holes, cold joints and fractures shall be clean, and sound. Remove dust, laitance, grease, curing compounds, waxes, impregnations, foreign particles, coating, efflorescence, rust stains and disintegrated materials from the defects by wire brushing and scraping or mechanical means as approved by the manufacturer. All cracks, fractures, holes, joints, etc. shall be thoroughly flushed with clean water to remove dirt, dust and other contaminants. If joints or cracks that are being sealed are dry, water shall be pumped into the cold joint or crack before injecting grout.
- B. Expansion joints to be repaired shall have all temporary drain gutters removed prior to surface preparation. The expansion joints shall be clean and sound. Remove all dust laitance, grease, curing compounds, waxes, impregnations, foreign particles, coatings, efflorescence, rust stains, fiber filler and any other unsuitable material which will inhibit bond to the dimensions shown on the drawings.
- C. Repair cracks and cold joints by drilling offset test holes at a distance from the defect of 1/2 the depth of the concrete, at an angle sufficient to intersect the defect at approximately half the distance of the concrete. Injection hole spacing is normally 7 inches or up to 25 inches apart depending upon the width of the defect. Generally, the wider the defect, the greater the distance of grout travel; therefore, the injection holes will be farther apart. The purpose of the test holes is to pump water into the crack or cold joint to determine spacing for injectors along the crack. Drill the holes to intersect the crack or cold joint midway through the substrate. Install the injection packers in holes and tighten. If the defect to be injected is 1/4" or greater at the surface, use oil free oakum saturated with grout and mixed with water. Hold oakum for 2 to 3 minutes to allow foaming and insert oakum into defect, hole or cold joint. Water should be sprayed into area before inserting activated oakum.
- D. For thin concrete walls of 6" or less, or for extremely tight cracks, the injection holes may be drilled directly into the defect itself to prevent damage to the concrete.
- E. The expansion joints shall be repaired by the insertion of the cross-linked open cell polyurethane foam backer rod saturated with the ChemCo CCS™ Grout 2 Flex into the expansion joint as shown on the plans. The selection of the backer rod cross section is to be performed after the joint is cleaned and measured. The backer rod cross section is to be 150% larger than the cross section of the open cleaned expansion joint.

3.02 APPLICATION

- A. pH

Prior to the injection of polyurethane grout any water leaking into the structure must be tested for pH value. If the pH of the water is over 10 or under 3 inform the engineer and consult the grout manufacture for a product recommendation.

B. Installation Procedure Crack Injection

1. This grout requires a catalyst to react properly.
2. Injection Method: The injection equipment shall be used to meter the polyurethane chemical grout and dispense the product into the prepared crack, hole or joint. The unit shall be portable and be equipped with positive displacement type pumps that are multi ratio or plural component with adjustable fittings to provide positive control of the polyurethane chemical grout at the nozzle. The pumps shall be air powered or electric.
3. Follow manufacturer's recommendation for the use of safety equipment required for the handling and storage of the polyurethane grout.

C. Injection of Grout

1. Basic steps for crack or joint repair are as follows:
 - a) Identify the area to be repaired and clean the surface sufficiently to identify the crack or joint.
 - b) Drill a hole to intersect the crack, joint or defect.
 - c) Flush the drill hole with water to remove drilling dust.
 - d) Install a packer /port with a psi rating suitable for the anticipated pump pressures.
 - e) Using a dedicated water pump, inject water through the packer/port to wet out the defect and flush out any residue.
 - f) If the crack, joint or defect is too wide, the repair material may flow out of the surface before fully reacting. In these cases, a surface seal may be required to contain the repair material until it is cured.
 - g) Mix repair material in accordance with manufacturer's published instructions.
 - h) Perform a cup test to insure proper repair material reaction.
 - i) Note: Always use a dedicated resin pump to inject chemical grouts and not the same pump used to pump water. Pump the repair material with a dedicated resin pump through the packer/port.
 - j) Pump from the lowest point to the highest of a vertical crack or joint and from the outsides toward the middle of a horizontal crack or joint.
 - k) Upon completion of all ports, make a second pass and as many additional passes as required to cause material rejection or meet other specified completion criterion.
 - l) Pump entire specified repair area to the repair material rejection or other specified criterion.
 - m) If using a hydro active resin, pump a small amount of water in each packed to insure full reaction of all repair material in the drill hole.

2. Flushing:

Flush the crack to be injected with clean potable water prior to the installation of the grout. Observe the return of the water from the surface of the crack prior to moving to the next injection port for water flushing. If the crack is contaminated with efflorescence, a mixture of 5% muriatic acid and water may be used to flush the crack. The entire crack must be flushed with clean water prior to the injection of polyurethane grout.

3. Pump Pressures:

Pump polyurethane chemical grout at 250 to 1500 psi into or behind fissures or into voids, which are

allowing water to infiltrate into unwanted areas. Begin at the lowest pressure that the pump will operate and increase pressure until a slow, steady pumping speed is reached. Adjust pumping pressure as required during the injection process to maintain a slow, steady injection rate. In very tight or hairline cracks, higher pump pressures may be required.

4. Pumping Procedure:

Pump polyurethane chemical grout for 45 seconds and then pause to allow the material to flow into all of the cracks and crevices. Watch for material flow and water movement to appear on the surface. When movement stops, begin injection into the next packer. Re-inject as necessary to assure that all voids are properly sealed off.

5. Cautions:

Adhere to all manufacturers' caution notes as stated in product literature including:

- a. The review of drawings of the areas to be repaired.
- b. Minimum substrate temperature shall be 32 degrees F: minimum material temperature, 60 degrees F.
- c. All equipment in contact with grout shall be dry.
- d. Be sure to test for pH of the water; leaking through the defect.

D. Repair of Expansion Joints

The repair of the expansion joints shall be performed in the following manner:

Clean the concrete surface of all of the existing sealant, backer rod and fiberboard filler to the dimensions shown on the drawings. The cleaning shall be performed using brushes, chippers and other suitable equipment to provide a clean sound concrete surface for the polyurethane grout to bond.

Open cell polyurethane backer rod is to be soaked with water and wrung out to remove all excess water. Once wrung out the backer rod is to be soaked with ChemCo CCS™ Grout 2 Flex in a bucket or other suitable container.

After the backer rod is saturated with the ChemCo CCS™ Grout 2 Flex, it is to be inserted into the expansion joint as shown on the drawings, to a depth of at least four times the width of the joint.

If required, after insertion into the expansion joint, the saturated backer rod is to be sprayed with a water mist to enhance the catalization of the polyurethane grout.

After the polyurethane grout has cured, repeat the procedure with a second open cell backer rod installing it just below the face of the joint. An open space between the two backer rod installations of at least two times the width of the joint should be maintained.

Allow both polyurethane backer rods to cure completely.

After curing is complete, use an injection needle to penetrate the cured polyurethane soaked backer rod at the face of the joint to allow injection of the void between the two backer rods.

Pump ChemCo CCS™ Grout 2 Flex into the void. Do not allow injection pressures to exceed 350 psi.

After all the polyurethane grout has cured, the concrete surfaces must be cleaned and dried to provide a bonding surface for the joint sealant to be placed over the backer rod.

The surface of the expansion joint shall be sealed with an elastomeric joint compound as recommended by the manufacturer. The joint sealant shall be concrete gray in color.

3.03 CLEANING

A. Clean-up

Completely flush pump and hoses with ChemCo CCS™ Pump Flush. Use a sharp-sided tool such as a putty knife or trowel to remove excess material from walls, floors, etc. Wait for material to cure before removing. Excess material may be sanded off if necessary.

- B. The uncured polyurethane chemical grout can be cleaned from tools with an approved solvent. The cured polyurethane chemical grout can only be removed mechanically.
- C. Leave finished work and work area in a neat, clean condition without evidence of spillovers onto adjacent areas.
- D. The contractor shall take steps to protect all existing surface around and near the joint. Drop clothes, masking, and coverings shall be used to prevent polyurethane grout from getting on finished surfaces.

3.04 MANUFACTURER'S FIELD REPRESENTATIVE

- A. The Contractor shall arrange with the materials manufacturer or distributor to have the services of a competent field representative at the work site prior to start of grouting work to instruct the work crews in the proper application procedures. He shall remain at the job site after work commences and continue to instruct until he and the Contractor and Engineer are satisfied that the crew has mastered the technique of installing the system successfully. The representative shall make periodic visits to the project as the work progresses and shall confer on each visit with the Contractor or Engineer.
- B. The manufacturer's field representative shall be fully qualified to perform the work and shall be subject to the approval of the Engineer.

PART 4 – COMPENSATION

4.01 METHOD OF MEASUREMENT

- A. The repair of leaking cracks shall be measured by the lineal foot for the crack sealing preparation, and successfully sealed. The quantity to be paid for shall be the lineal feet prepared and actually injected and successfully sealed for a period of 6 months after installation.
- B. The repair of expansion joints shall be measured by the lineal foot in place and the quantity to be paid for shall be the lineal feet actually placed and successfully repaired and sealed for a period of 6 months after installation.

4.02 BASIS OF PAYMENT

- A. The repair of leaking cracks will be paid for at the contract unit bid price per lineal foot as shown on the schedule of bid prices, which payment shall be full compensation for furnishing and installing all materials, labor, tools, equipment, and other incidentals necessary to complete the specified work.
- B. The repair of expansion joints will be paid for at the contract unit bid price per lineal foot as stipulated in the schedule of bid prices, which payment shall be full compensation for furnishing and installing all materials, labor, tools, equipment, and other incidentals necessary to complete the specified work.

4.03 PAYMENT ITEM

Section _____ Crack Sealing Linear Foot

END OF SECTION

Attachment B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance: Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter*, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

1. **General Liability - Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the Humboldt Bay Municipal Water District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of Humboldt Bay Municipal Water District, its officials, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for Humboldt Bay Municipal Water District; this provision applies regardless of whether or not Humboldt Bay Municipal Water District has received a waiver of subrogation from the insurer.
4. **Builder's Risk** - (Course of Construction) if necessary- insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provision. See **Responsibility of Work (page 3)**.
5. **Contractor's Pollution Liability** - (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, Humboldt Bay Municipal Water District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to Humboldt Bay Municipal Water District)

Other Required Provisions - The Commercial General Liability policy and Contractors Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Humboldt Bay Municipal Water District, its officials, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85) or if not available, through the addition of **both** CG 20 10 10 01 and CG 20 37 10 01, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary (at least as broad as ISO CG 20 01 04 13) with respect to Humboldt Bay Municipal Water District, its officials, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by Humboldt Bay Municipal Water District, its officials, officers, employees, and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to Humboldt Bay Municipal Water District.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or equivalent or as otherwise approved by Humboldt Bay Municipal Water District.

The Contractor agrees and he/she will comply with such provisions before commencing work. All of the insurance shall be provided on policy forms and through companies satisfactory to Humboldt Bay Municipal Water District. Humboldt Bay Municipal Water District reserves the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with endorsement number. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Responsibility for Work - Until the completion and final acceptance by Humboldt Bay Municipal Water District of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore

and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

The Contractor shall provide and maintain **builder's risk** (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by Humboldt Bay Municipal Water District. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The Policy shall be endorsed with Humboldt Bay Municipal Water District, its officials, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for Humboldt Bay Municipal Water District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Humboldt Bay Municipal Water District

Deductibles and Self-Insured Retentions - Insurance deductibles or self-insured retentions must be declared by the Contractor, and approved by Humboldt Bay Municipal Water District. At the election of Humboldt Bay Municipal Water District, the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions as respects Humboldt Bay Municipal Water District, its officials, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee satisfactory to the Humboldt Bay Municipal Water District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Humboldt Bay Municipal Water District.

Verification of Coverage - Evidences of Insurance Contractor shall furnish Humboldt Bay Municipal Water District with copies of certificates and amendatory endorsements effecting coverage required by this contract. All certificates and endorsements are to be received and approved by Humboldt Bay Municipal Water District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Humboldt Bay Municipal Water District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages, required by these specifications, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Continuation of Coverage - The Contractor shall, upon demand of Humboldt Bay Municipal Water District deliver evidence of coverage showing continuation of coverage for at least (5) years after completion of the project. Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against Humboldt Bay Municipal Water District (if builder's risk insurance is applicable) to Humboldt Bay Municipal Water District at least ten (10) days prior to the expiration date.

Sub-Contractors - In the event that the Contractor employs other Contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above (via as broad as ISO CG 20 38 04 13). The Contractor shall, upon demand of Humboldt Bay Municipal Water District, deliver to Humboldt Bay Municipal Water District copies such policy or policies of insurance and the receipts for payment of premiums thereon.

BOARD STAFF REPORT

Board Meeting Date	September 10, 2026
Type of Meeting	Regular Business Session
Agenda Item No.	3.5
Agenda Item	Ruth Lake Summer Festival – Gift Basket Donation and Appreciation
Presented By	Michiko Mares, P.E., General Manager
Type of Item	INFORMATIONAL
Type of Action	NONE
Applicable Board Policy	Not Applicable

RECOMMENDATION

Staff recommend that the Board receive this informational update regarding the District’s contribution to the Ruth Lake Summer Festival and the appreciation received from the Humboldt Trinity Recreation Alliance (HTRA).

BACKGROUND

The Humboldt Bay Municipal Water District provided two gift baskets in support of the Ruth Lake Summer Festival hosted by the Humboldt Trinity Recreation Alliance (HTRA). The donated items included a BBQ-themed basket and a YETI lunch box-themed basket, which were provided for the Festival raffle.

DISCUSSION

Following receipt of the gift baskets, Patsy Lewis, Chief Financial Officer/Outreach Coordinator for HTRA, sent an email expressing appreciation to the District and recognizing Corey Borghino’s efforts in assembling and delivering the baskets.

Ms. Lewis noted the thought, time, and effort that went into preparing the baskets and expressed HTRA’s appreciation for the District’s support of the Ruth Lake Summer Festival.

A copy of the thank-you email is included as Attachment 1.

STRATEGIC PLAN ALIGNMENT

This item supports the District’s Community Engagement goal by highlighting the District’s participation in and support of community activities in the Ruth Lake area.

FISCAL IMPACT

There is no direct fiscal impact associated with receiving this informational update.

ENVIRONMENTAL AND LEGAL REVIEW

This informational item is not a project subject to the California Environmental Quality Act (CEQA).

ALTERNATIVES

As this item is informational in nature, no alternatives are presented for Board consideration.

ATTACHMENTS

1. Thank-You Email from Humboldt Trinity Recreation Alliance
2. HBMWD Gift Basket Contents
3. HBMWD Gift Basket Photos

Corey Borghino

From: Patsy <htraruth@gmail.com>
Sent: Saturday, August 29, 2026 2:13 PM
To: Corey Borghino
Subject: A HUGE Thank You for the Beautiful Baskets!

Hi Corey,

I just had to send you a special thank-you for the two absolutely **amazing gift baskets** you put together for the Ruth Lake Summer Festival.

They are beautiful! You did such an incredible job putting everything together, and I was honestly blown away by how generous and impressive they are. I know a lot of thought, time and effort went into creating them, and it certainly shows.

Please know how much we appreciate not only the very generous donation from Humboldt Bay Municipal Water District, but also **your personal effort in putting these baskets together and making sure they got to us**. They are going to be wonderful additions to our raffle, and I know people are going to be excited about them.

Please also extend our sincere thanks to everyone at HBMWD who helped make this donation possible. Support like this means so much to HTRA and to the Ruth Lake Summer Festival.

Many, many thanks, Corey. You truly went above and beyond for us, and I really appreciate it!

I hope to see you at the Festival!

Warm regards,

Patsy Lewis

Chief Financial Officer/Outreach Coordinator
Humboldt Trinity Recreation Alliance
DBA Trinity Resilience Center



HBMWD BBQ Basket Includes:

- ❖ Drip EZ Collapsible BBQ Prep Tub
- ❖ Heat Resistant Silicone Grilling Mitts
- ❖ 34 piece Heavy Duty Grill Accessories
- ❖ BBQ Insulated Meat Resting Blanket Bag
 - ❖ Blue/White Beach Blanket
- ❖ BBQ Sauces & Misc. Seasonings

HBMWD YETI Lunch Box Basket Includes:

- ❖ YETI Daytrip Insulated Lunch Box
 - ❖ YETI 20oz Rambler Travel Cup
 - ❖ Hydro Flask Water Bottle
 - ❖ Bag of Joe Coffee
- ❖ Salted Carmel Joe Flavored Syrup
- ❖ Snacks: Pretzel's, Apple Chips & Beef Stick



BOARD STAFF REPORT

Board Meeting Date	September 10, 2026
Type of Meeting	Regular Business Session
Agenda Item No.	3.6
Agenda Item	Samoa Peninsula Waterline Right-of-Way Maintenance Project – Draft Environmental Impact Report Public Review
Presented By	Michiko Mares, P.E., General Manager
Type of Item	INFORMATIONAL
Type of Action	NONE
Applicable Board Policy	Not Applicable

RECOMMENDATION

Staff recommend the Board receive this informational update regarding the Draft Environmental Impact Report (DEIR) for the Samoa Peninsula Waterline Right-of-Way Maintenance Project, including the public review period and public meeting.

BACKGROUND

The Humboldt Bay Municipal Water District has prepared a Draft Environmental Impact Report (DEIR) for the proposed Samoa Peninsula Waterline Right-of-Way Maintenance Project. The DEIR evaluates the potential environmental impacts associated with the proposed project in accordance with the California Environmental Quality Act (CEQA).

The DEIR was released for public review on August 19, 2026. The public review and comment period will remain open through October 5, 2026.

The DEIR is available for review at the District office, 828 Seventh Street, Eureka, California, and electronically on the [District’s website](#).

Public Meeting

As part of the public review process, the District held a public meeting on September 1, 2026, from 5:30 to 7:00 p.m. at the Samoa Women’s Club, 115 Rideout Avenue, Samoa.

The meeting provided an overview of the proposed project, summarized the environmental analysis contained in the DEIR, and provided information regarding the CEQA review process.

A copy of the public meeting flyer is included as Attachment 1.

DISCUSSION

The public meeting was attended by a representative from the Humboldt County Planning Department and the Executive Director of Friends of the Dunes. The meeting provided a valuable opportunity to discuss the project directly with County staff, who will be responsible for permitting, and with Friends of the Dunes, an organization that has been closely following the project and is expected to submit comments on the DEIR.

Next Steps

The following steps will be undertaken to complete CEQA documentation, obtain the required permits and finalize a landowner agreement for the site where biological mitigation (habitat restoration) will occur. The estimated schedule is subject to change based on agency review and approval timelines, which are outside of the District’s control.

Major Task	Estimated Completion
Finalize EIR and Response to Comments	October 23, 2026
Submit Permit Applications	October 25, 2026
Certify EIR and Approve Project	November 12, 2026
Finalize Landowner Agreement for Habitat Restoration	December, 2026
Finalize Mitigation Plans	January, 2027
Receive Permits	March, 2027

STRATEGIC PLAN ALIGNMENT

This item supports the District’s Regulatory Compliance and Infrastructure Reliability & Resiliency goals by advancing the environmental review process for the Samoa Peninsula Waterline Right-of-Way Maintenance Project and providing opportunities for public and agency participation consistent with CEQA requirements.

FISCAL IMPACT

There is no direct fiscal impact associated with receiving this informational update.

ENVIRONMENTAL AND LEGAL REVIEW

The DEIR has been prepared as part of the District’s environmental review of the Samoa Peninsula Waterline Right-of-Way Maintenance Project pursuant to CEQA. The public review period provides

agencies and members of the public an opportunity to review and comment on the environmental analysis.

ALTERNATIVES

As this item is informational in nature, no alternatives are presented for Board consideration.

ATTACHMENTS

1. Public Meeting Flyer

PUBLIC NOTICE
Humboldt Bay Municipal Water District
**SAMOA PENINSULA WATERLINE
RIGHT-OF-WAY MAINTENANCE PROJECT**
**DRAFT ENVIRONMENTAL IMPACT REPORT (DEIR)
PUBLIC REVIEW MEETING**

The Humboldt Bay Municipal Water District (HBMWD) invites community members, businesses, organizations, and public agencies to attend a public meeting regarding the Draft Environmental Impact Report (DEIR) for the proposed Samoa Peninsula Waterline Right-of-Way Maintenance Project.

THE MEETING WILL PROVIDE:



An overview of the proposed project



A summary of the environmental analysis contained in the DEIR



Information on the CEQA review process



DATE:
September 1, 2026



TIME:
5:30 – 7:30 PM



LOCATION:
Samoa Women’s Club
115 Rideout Ave
Samoa, CA 95564



DRAFT EIR PUBLIC REVIEW PERIOD
AUGUST 19, 2026 THROUGH OCTOBER 3, 2026

THE DEIR IS AVAILABLE FOR PUBLIC REVIEW:



Humboldt Bay Municipal
Water District
828 Seventh Street
Eureka, CA 95501

and



Online at:
www.hbmwd.com



707-443-5018



WWW.HBMWD.COM

BOARD STAFF REPORT

Board Meeting Date	September 10, 2026
Type of Meeting	Regular Business Session
Agenda Item No.	3.7
Agenda Item	SB 827 Required Fiscal & Financial Training – October 27, 2026
Presented By	Michiko Mares, P.E., General Manager
Type of Item	INFORMATIONAL
Type of Action	NONE
Applicable Board Policy	Board Policy 4125 – Training, Education, and Conferences

RECOMMENDATION

Staff recommend that the Board receive this informational item regarding the SB 827 fiscal and financial training requirement and the upcoming California Special Districts Association (CSDA) training opportunity in Redding. Board members and appropriate District staff interested in attending should notify the Board Secretary so registration and travel arrangements can be coordinated.

BACKGROUND

Effective January 1, 2026, Senate Bill 827 established fiscal and financial training requirements for elected and appointed local agency officials. Qualifying training focuses on budgeting, financial oversight, and the ethical stewardship of public funds.

DISCUSSION

CSDA is offering an in-person SB 827 Fiscal & Financial Training workshop in Redding on October 27, 2026. The training is designed specifically for special districts and will address municipal budgeting, financial reporting, capital financing, debt management, and the ethical stewardship of public resources.

The registration fee for CSDA members is \$75 per attendee. Board members and appropriate District staff, including the General Manager and Director of Finance are encouraged to attend. The District will cover registration and authorized travel expenses associated with attendance in accordance with District policy.

Those interested in attending should notify the Board Secretary so registration and travel arrangements can be coordinated. Registration information can be found [HERE](#).

STRATEGIC PLAN ALIGNMENT

This item supports the District’s commitment to effective governance, fiscal responsibility, and ongoing professional development for District leadership.

FISCAL IMPACT

The District will incur a \$75 registration fee per attendee, plus applicable authorized travel expenses for participating Board members and District staff.

ENVIRONMENTAL AND LEGAL REVIEW

This informational item is not a project subject to the California Environmental Quality Act (CEQA).

ALTERNATIVES

As this item is informational in nature, no alternatives are presented for Board consideration.

ATTACHMENTS

1. CSDA SB 827 Fiscal & Financial Training Letter



**California Special
Districts Association**

Districts Stronger Together

Dear Michiko,

Recent changes in state law have made fiscal and financial training more important than ever for special district officials. Beginning January 1, 2026, SB 827 requires elected and appointed officials to complete qualifying training focused on budgeting, financial oversight, and ethical stewardship of public funds.

To help districts meet this new requirement with confidence, the California Special Districts Association (CSDA) is offering an **in-person SB 827 Fiscal & Financial Training workshop in Redding on October 27.**

Designed specifically for special districts, this interactive session will cover municipal budgeting, financial reporting, capital financing, debt management, and the ethical stewardship of public resources. Attendees will have the opportunity to learn alongside fellow special district officials, ask questions, and gain practical knowledge they can bring back to their district.

For CSDA members, registration is available for \$75 per attendee, a 50% savings, making this a valuable opportunity to complete the required training while connecting with peers in your region.

Enclosed you'll find a flyer with more details and a registration form. If you have any questions, please don't hesitate to reach out to membership@csda.net or 877.924.2732. We look forward to supporting your district's continued success.

Warm Regards,

CSDA Member Services

RESOLUTION NO. 2026-09

A Resolution of the Board of Directors of the Humboldt Bay Municipal Water District Recognizing and Honoring the Career and Service of Dale H. Davidsen Upon the Occasion of His Retirement

WHEREAS, Dale H. Davidsen wandered into the Humboldt Bay Municipal Water District on August 3, 1992, as a Maintenance Mechanic, and the District has not had a dull moment since; and

WHEREAS, over the course of thirty-four years, Dale rose from Maintenance Mechanic to Maintenance Supervisor in 2000 to Superintendent in 2012, a role later renamed Director of Operations and Maintenance in the way public agencies do, with a new title but the same guy fixing the same problems; and

WHEREAS, Dale's legendary interview for the Superintendent position in 2012 was less a conversation and more a full-day siege, running almost an entire day, and by the time it wrapped up, nobody could quite remember what the questions had been, only that Dale was clearly the right answer; and

WHEREAS, Dale has, at various points, personally seen to it that problematic pipeline leaks, merciless mudslides, evil erosion, awkward power outages, and general acts of infrastructure rebellion were met with fabrication skill, water quality know-how, safety sense, and a (mostly) level head, whether the sun was shining or the whole hillside was moving; and

WHEREAS, Dale is, by his own quiet reputation and the District's grateful observation, a master machinist, a trafficker of tools, a designer of devices, an architect of apparatus, and an operator of anything with a motor, wheels, or moving parts, all of which he has deployed on the District's behalf for thirty-four years; and

WHEREAS, Dale has seen more projects through from first sketch to ribbon-cutting than can reasonably be listed on a single sheet of paper, proving time and again that if you hand Dale a challenge, he will hand you back a finished project and a good story; and

WHEREAS, when an unexplained perforation in the caisson wall of a collector well turned up during reconditioning, Dale did what Dale does, went home and turned a tenacious piece of redwood into a plug to seal it, a solution that was equal parts resourceful, old-school, and entirely typical of him; and

WHEREAS, Dale also quietly hand built his own office desk, and everyone who ever sat across from it just assumed it came from wherever desks come from, when in fact it came 100% from Dale, meaning District staff and visitors alike have been admiring his woodworking for years, whether they realized it or not; and

WHEREAS, Dale also took the lead on the “remodel” (that became a rebuild) of the Ruth Bunkhouse, seeing the project through from start to finish so capably that in 2019 the Board of Directors named the finished building the "Davidsen Cabin" in his honor; and

WHEREAS, Dale's technical expertise, willing and willful leadership, and generosity in mentoring District staff have been instrumental to the District's ability to reliably deliver water to its customers and maintain its facilities for the benefit of future generations, even if he had to explain a few things more than once, occasionally to the same person; and

WHEREAS, Dale has, over the years, developed what might charitably be called a complicated relationship with state and federal regulators, one built on an unstable foundation of well-intended suspicion, frequent exasperation, and a firm belief on Dale's part that the water would get delivered just fine if everyone would kindly let him do his job; and

WHEREAS, Dale has, on occasion, been known to express his opinions with great, GREAT volume and conviction, and while these moments have become the stuff of District legend, they have always come from a place of caring deeply about the work and wanting it done right; and

WHEREAS, Dale has been the predictor of predicaments, the disentangler of dilemmas, guiding District staff through leaks, storms, and every exasperating emergency, and has kept the District as a top priority in his life, second only to his family; and

WHEREAS, Dale has fielded more than his fair share of 2:00 a.m. phone calls on weekends and holidays over the years, crawling out of bed each time to meet the arduous emergency head-on every single time; and

WHEREAS, no retelling of Dale's District career would be complete without acknowledging his two great catchphrases, “I’ll tell you what...” and “Back in the day...” which have reliably preceded some of the finest stories, and strongest opinions ever heard around HBMWD, usually in that order; and

WHEREAS, upon retirement, Dale intends to spend a great deal of time on his motorcycle, presumably making up for thirty-four years of having somewhere else to be, and considerably more time with his grandkids, who are unquestionably getting the better end of this transition; and

WHEREAS, Dale will also, at long last, turn his considerable talents toward a “honey-do” list thirty-four years in the making from his wife, Shauna (the notorious supplier of cookies, cakes, and various confections – impacting District waistbands for decades); and

WHEREAS, the District wishes Dale the very best in finally, blessedly, sleeping through the night on weekends and holidays, secure in the knowledge that whatever goes wacky from here on out is somebody else's phone call; and

WHEREAS, Dale H. Davidsen will retire from the District on November 6, 2026, concluding thirty-four years of faithful, exemplary, and thoroughly entertaining service;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Humboldt Bay Municipal Water District that Dale H. Davidsen is hereby recognized and honored for his thirty-four years of dedicated service to the District and the customers it serves; and

BE IT FURTHER RESOLVED, that the Board of Directors, on behalf of itself and the staff of the District, extends its sincere gratitude, admiration, and best wishes to Dale on the occasion of his retirement, along with hopes that retirement treats him as well as he’s treated the District; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be presented to Dale H. Davidsen as an expression of appreciation from the Board and staff of the HUMBOLDT BAY MUNICIPAL WATER DISTRICT, whom he has faithfully served, entertained, and mentored for the past thirty-four years.

ADOPTION AND CERTIFICATION

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the Humboldt Bay Municipal Water District at a regular meeting held on September 10, 2026, by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	

Michelle Fuller
President, Board of Directors

Bruce Rupp
Board of Directors

Chris Harris
Director of Finance & HR

Sheri Woo
Vice President, Board of Directors

Tom Wheeler
Board of Directors

Nancy Stevens
Board of Directors

Michiko Mares
General Manager

ATTEST:

Contessa Dickson
Secretary to the Board

BOARD STAFF REPORT

Board Meeting Date	September 10, 2026
Type of Meeting	Regular Business Session
Agenda Item No.	5.2
Agenda Item	Adoption of Board Policy 3510 (Workplace Illness and Injury Prevention Program) and Board Policy 3525 (Workplace Violence Prevention Policy)
Presented By	Michiko Mares, P.E., General Manager
Type of Item	ACTION
Type of Action	Roll Call Vote
Applicable Board Policy	Not Applicable

RECOMMENDATION

Staff recommend that the Board of Directors discuss and consider approval to adopt Resolution No. 2026-10 adopting Board Policy 3510 — Workplace Illness and Injury Prevention Program (WIIPP) Policy and Board Policy 3525 — Workplace Violence Prevention Plan (WVPP) Policy, and delegating to the General Manager the authority and responsibility to develop, implement, maintain, and revise the District’s Workplace Illness and Injury Prevention Program, Workplace Violence Prevention Plan, Safety Manual, and Required Safety Practices.

BACKGROUND

The District is establishing its Section 3500 (Health, Safety & Security) policy suite. Two foundational policies are presented together for adoption. California Code of Regulations, Title 8, Section 3203 requires every California employer to establish, implement, and maintain an effective written Workplace Illness and Injury Prevention Program (WIIPP). Separately, Senate Bill 553 (2023), codified at Labor Code Section 6401.9, requires every employer to establish, implement, and maintain an effective written Workplace Violence Prevention Plan (WVPP).

The District’s Board Policy Manual reserves Section 3500 for Health, Safety & Security policies, including a Workplace Illness and Injury Prevention Plan (WIIPP) Program at Policy 3510 and a Workplace Violence Prevention Plan (WVPP) Policy at Policy 3525. Adopting both policies memorializes the District’s management commitment to workplace safety — itself an element Cal/OSHA looks for — and clarifies that routine development and revision of the operational

safety documents, including the Safety Manual and its Required Safety Practices, is a management function that does not require further Board action.

DISCUSSION

Both policies are structured to keep the Board at the governance level while empowering staff to maintain the operational programs. Policy 3510 (WIIPP) establishes the District's policy commitment and expressly addresses the eight Injury and Illness Prevention Program elements required by 8 CCR § 3203 and references the Safety Manual's Required Safety Practices (RSPs) for detailed safe work practices rather than embedding them in the policy. Policy 3525 (WVPP) establishes the District's commitment to a workplace free of threats and violence, defines prohibited acts, assigns responsibility and authority, and references the full Workplace Violence Prevention Plan maintained in the Safety Manual.

Key features of the proposed policies:

- Both delegate to the General Manager the authority to develop, implement, maintain, and revise the WIIPP, WVPP, Safety Manual, and Required Safety Practices without further Board action, and to designate responsible personnel.
- Both prohibit retaliation against employees who report hazards, injuries, threats, or workplace violence.
- Policy 3525 designates the Director of Finance & HR, or designee, as the Workplace Violence Prevention Plan Administrator, consistent with Labor Code Section 6401.9.
- Detailed operational content — the WIIPP Code of Safe Practices for tools, machinery, and vehicles, and the WVPP incident log and hazard-assessment checklist — is maintained in the Safety Manual and referenced by the policies, so those documents can be updated administratively as operations and regulatory codes change.

Because the operational plans reside in the Safety Manual, staff will ensure the Safety Manual's WIIPP and WVPP contain all elements required by 8 CCR § 3203 and Labor Code § 6401.9, respectively, so the plans of record remain complete and compliant.

STRATEGIC PLAN ALIGNMENT

These items advance the Governance & Organization goal by strengthening the District's policy framework and clarifying delegation of authority, and support Regulatory Compliance by formalizing the District's WIIPP and WVPP consistent with Cal/OSHA and SB 553 requirements.

FISCAL IMPACT

There is no direct fiscal impact associated with adoption of these policies. Costs of maintaining the safety and workplace violence prevention programs (training, equipment, personal protective equipment, and any security measures) are addressed through the District's operating budget.

ENVIRONMENTAL AND LEGAL REVIEW

Adoption of administrative policies is not a "project" subject to the California Environmental Quality Act (CEQA). The policies and resolution have been prepared consistent with applicable law.

ALTERNATIVES

- Adopt Resolution No. 2026-10 and Policies 3510 and 3525 as recommended (recommended).
- Adopt with modifications directed by the Board.
- Adopt one policy and defer the other. This would leave a portion of the Section 3500 framework incomplete; the District would continue to maintain the affected program as required by law but would forgo the corresponding Board-level policy.
- Decline to adopt. The District would continue to maintain its WIIPP and WVPP as required by law, but would forgo formal Board-level statements of commitment and clear delegation of authority.

ATTACHMENTS

1. Resolution No. 2026-10
2. Board Policy 3510 — Workplace Illness and Injury Prevention Program (WIIPP)
3. Board Policy 3525 — Workplace Violence Prevention Plan (WVPP)

RESOLUTION NO. 2026-10

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
HUMBOLDT BAY MUNICIPAL WATER DISTRICT
ADOPTING BOARD POLICY 3510 - WORKPLACE ILLNESS AND INJURY PREVENTION
PROGRAM AND
BOARD POLICY 3525 — WORKPLACE VIOLENCE PREVENTION PLAN**

WHEREAS, the Humboldt Bay Municipal Water District (“District”) is committed to providing a safe and healthful workplace for all employees and to protecting the public, contractors, and visitors who interact with District facilities and operations; and

WHEREAS, California Code of Regulations, Title 8, Section 3203 requires every employer to establish, implement, and maintain an effective written Workplace Illness and Injury Prevention Program, and the District performs work subject to both the Cal/OSHA General Industry Safety Orders and Construction Safety Orders; and

WHEREAS, Senate Bill 553 (2023), codified at Labor Code Section 6401.9, requires every employer to establish, implement, and maintain an effective written Workplace Violence Prevention Plan to protect employees and other personnel from workplace violence; and

WHEREAS, Section 3500 of the District’s Board Policy Manual provides for policies governing Health, Safety & Security, including a Workplace Illness and Injury Prevention Program (WIIPP) at Policy 3510 and a Workplace Violence Prevention Plan at Policy 3525; and

WHEREAS, the District has developed a written Workplace Illness and Injury Prevention Program and a written Workplace Violence Prevention Plan, together with the associated Safety Manual and Required Safety Practices, and Policies 3510 and 3525 delegate to the General Manager the authority and responsibility to develop, implement, maintain, and revise those documents as necessary to comply with law and reflect current District operations; and

WHEREAS, the Board of Directors has considered the staff report and recommendation regarding adoption of these policies.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Humboldt Bay Municipal Water District as follows:

- 1. The Board of Directors hereby adopts Board Policy 3510 — Workplace Illness and Injury Prevention Program (WIIPP) and Board Policy 3525 — Workplace Violence Prevention Plan, in the forms attached hereto and incorporated herein by reference.
- 2. The Board of Directors affirms the District’s commitment to a safe and healthful workplace, including a workplace free of threats and violence, and delegates to the General Manager the authority and responsibility to develop, implement, maintain, and revise the District’s Workplace Illness and Injury Prevention Program, Workplace Violence Prevention Plan, Safety Manual, and Required Safety Practices as provided in Policies 3510 and 3525, without further Board action.
- 3. The General Manager is authorized and directed to take all actions necessary to carry out this resolution.
- 4. This resolution shall take effect immediately upon its adoption.

ADOPTION AND CERTIFICATION

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the Humboldt Bay Municipal Water District at a regular meeting held on September 10, 2026, by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	

Michelle Fuller
President, Board of Directors

ATTEST:

Contessa Dickson
Secretary to the Board

SECTION: 3500 - HEALTH, SAFETY & SECURITY
POLICY TITLE: Workplace Illness and Injury Prevention Program (WIIPP)
POLICY NUMBER: 3510
DATE ADOPTED: September 10, 2026
DATE REVISED: N/A



3510.1 Program Goal and Outline

The goal of the District is to provide safe and healthful working conditions for all its employees. Therefore, the District will maintain a safety and health program conforming to the best practices of agencies of this type. The District's safety and health program will include:

3510.1.1 Providing mechanical and physical safeguards to the maximum extent possible.

3510.1.2 Conducting a program of safety and health inspections to find and eliminate unsafe working conditions or practices, to control health hazards, and to comply fully with the safety and health standards and law for every job.

3510.1.3 Training all employees in good safety and health practices.

3510.1.4 Providing necessary personal protective equipment, and instructions for use and care.

3510.1.5 Developing and enforcing safety and health rules, and requiring that employees cooperate with these rules as a condition of employment.

3510.1.6 Investigating promptly and thoroughly every accident to determine its cause and correct the problem so it will not happen again.

3510.1.7 Developing a system of recognition and awards for outstanding safety service and/or performance.

Consistent with California Code of Regulations, Title 8, section 3203, this Program includes the eight required Injury and Illness Prevention Program elements. The elements are implemented in the sections of this Policy and in the District Safety Manual as follows:

Responsibility. Program Responsibility is established in Section 3510.2.

Compliance. Employee compliance with safe and healthful work practices, including recognition and discipline, is addressed in Sections 3510.2.3 and 3510.5.

SECTION: 3500 - HEALTH, SAFETY & SECURITY
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Communication. The Program Communication System is established in Section 3510.5.

Hazard Assessment. Hazard identification and evaluation through periodic inspections is established in Section 3510.6.

Accident and Exposure Investigation. Procedures to investigate occupational injury and illness are established in Section 3510.7.

Hazard Correction. Methods and procedures for correcting unsafe or unhealthy conditions in a timely manner are established in Section 3510.6.

Training and Instruction. Employee safety and health training is established in Section 3510.5 and is documented under Section 3510.4.

Recordkeeping. Injury and illness records and documentation of Program activities are established in Sections 3510.3 and 3510.4.

3510.2 Program Responsibility

It is the policy of the Board of Directors to provide a safe and healthful workplace for all District employees and to comply with all applicable Cal/OSHA General Industry Safety Orders and Construction Safety Orders. The Board delegates to the General Manager the responsibility and full authority to oversee, implement, maintain, and enforce this policy and the District's Workplace Illness and Injury Prevention Program (WIIPP), and to revise the WIIPP and associated safety programs as necessary to comply with law and reflect current District operations. The General Manager shall report periodically to the Board on the status of the safety and health program.

Although the District recognizes that the responsibility for safety and health is shared, the General Manager shall be responsible and have full authority for implementing this policy and the District's Workplace Illness and Injury Prevention Program.

3510.2.1 The District accepts responsibility for leadership of the safety and health program, for its effectiveness and improvements, and for providing the safeguards required to ensure safe conditions.

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3510.2.2 Supervisory personnel are responsible for developing proper attitudes toward safety and health for themselves and in those they supervise, and for ensuring that all operations are performed with the utmost regard for the safety and health of all personnel involved, including themselves.

3510.2.3 No employee will be required to work at a job they know is not safe or healthful. Employees are responsible for wholehearted, genuine operation of all aspects of the safety and health program, including compliance with all rules and regulations, and for continuously practicing safety while performing their duties. Any employee found not practicing safety while performing their duties will be subject to appropriate discipline.

3510.3 Injury and Illness Records

The District's recordkeeping system for its Workplace Illness and Injury Prevention Program shall conform to CAL/OSHA standards. Records shall be used to measure and evaluate the success of said program.

3510.3.1 A report shall be obtained on every injury or illness requiring medical treatment. (See also Section 3510.8.)

3510.3.2 Each recordable injury or illness shall be recorded on the CAL/OSHA Form 300, "Log of Work-Related Injuries and Illnesses," according to its instructions.

3510.3.3 A supplementary record of each recordable occupational injury or illness shall be prepared on CAL/OSHA Form 301, "Injury and Illness Incident Report." In addition, the Employer's Report of Occupational Injury or Illness (Form 5020) shall be completed and submitted to the District's workers' compensation claims administrator as required.

3510.3.4 Annually, the summary CAL/OSHA Form 300A shall be prepared and posted no later than February 1 in a place easily observable by employees. Said form shall remain posted until April 30.

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3510.3.5 All records specified in this section shall be maintained in the District's files for a minimum of five years after their preparation.

3510.4 Documentation of Activities

Records shall be maintained of steps taken to establish and maintain the District's Workplace Illness and Injury Prevention Program. They shall include:

3510.4.1 Records of scheduled and periodic inspections as required by CAL/OSHA [California Code of Regulations, Title 8, Chapter 4] to identify unsafe conditions and work practices. The documentation must include the name of the person(s) conducting the inspection, the unsafe conditions and work practices identified, and the action taken to correct the unsafe conditions and work practices. The records are to be maintained for at least three (3) years.

3510.4.2 Documentation of safety and health training required by CAL/OSHA [California Code of Regulations, Title 8, Chapter 4] for each employee. The documentation must specifically include employee name or other identifier, training dates, type(s) of training, and the name of the training provider. These records must also be kept for at least three years.

3510.5 Program Communication System

Readily understandable communication shall be maintained with all affected employees on matters relating to occupational safety and health, including provisions designed to encourage employees to inform the District of hazards at the worksite without fear of reprisal. Communications with employees shall include meetings, training programs, posted written information, and a system of anonymous notification by employees about hazards.

3510.5.1 Written communications to employees shall be in a language they can understand. If an employee cannot read in any language, said communication shall be made orally in a language he/she can readily understand.

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3510.5.2 The District’s Code of Safe Practices, below, shall be posted at a conspicuous location in the District’s maintenance office, and shall be provided to each supervisory employee who shall keep it readily available.

3510.5.3 Periodic meetings (at least one per quarter) of supervisory employees shall be held under the direction of the General Manager for the discussion of safety problems and accidents that have occurred. Documentation of these meetings shall be maintained for three years.

3510.5.4 Supervisory employees shall conduct “toolbox” or “tailgate” safety meetings, or equivalent, with their crew(s) at least every ten working days to emphasize safety. Documentation of these meetings shall be maintained for three years.

3510.5.5 General employee meetings shall be conducted (at least one per quarter) at which safety is freely and openly discussed by those present. Such meetings should be regular, scheduled, and announced to all employees so that maximum employee attendance can be achieved. Documentation of these meetings shall be maintained for three years. Discussions at these meetings should concentrate on:

3510.5.5.1 Occupational accident and injury history within the District, with possible comparisons to other similar agencies.

3510.5.5.2 Feedback from employees.

3510.5.5.3 Guest speakers from the District’s workers’ compensation insurance carrier or other agencies concerned with safety.

3510.5.5.4 Brief audio-visual materials that relate to the District’s operations.

3510.5.6 Training programs shall be conducted when new equipment, machinery, or tools are purchased. Employees shall be instructed in the safe operation of said equipment, machinery, or tools. Documentation of training programs shall be maintained for three years.

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3510.5.6.1 New employees shall be trained by their supervisor in the safe operation of the equipment, machinery, and tools with which they will be working prior to being allowed to work independently. Documentation of new employee training shall be maintained for three years.

3510.5.7 Posters and bulletins relating to and encouraging safe and healthy practices shall be posted on a rotational basis at a conspicuous location in the District's maintenance office.

3510.5.8 News articles and publications devoted to safety shall be distributed to employees. This policy shall also be distributed to all employees upon its adoption, to all new employees at the time of their hiring, and annually thereafter.

3510.5.9 A safety suggestion box shall be maintained where employees, anonymously if desired, can communicate their concerns to the District's General Manager.

3510.6 Hazard Assessment and Control

Periodic safety inspections shall be conducted to identify existing hazards in the workplace, or conditions, equipment, and procedures that could be potentially hazardous. The inspections shall be conducted by personnel who, through experience or training, are able to identify actual and potential hazards and who understand safe work practices.

3510.6.1 Safety inspectors will observe if safe work practices are being followed and will ensure that unsafe conditions or procedures are identified and corrected properly.

3510.6.2 Safety inspections will be conducted at least annually. The frequency of the inspections will depend on the operations involved, the magnitude of the hazards, the proficiency of employees, changes in equipment or work processes, and the history of workplace injuries and illnesses.

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3510.6.3 A written assessment shall be prepared after said inspections which will document identified hazards and prescribe procedures for the elimination of same, and measures that can be taken to prevent their recurrence.

3510.6.4 The General Manager, or designee, will review written inspection reports and/or assessments and will assist in prioritizing actions and verify completion of previous corrective actions. He/she shall also review the overall inspection program to determine trends.

3510.7 Accident Investigation

All accidents shall be thoroughly and properly investigated by the Supervisor, or designee trained in accident investigation, with the primary focus of understanding why the accident or near-miss occurred and what actions can be taken to preclude recurrence. A written report of said investigation shall be prepared which adequately identifies the cause(s) of the accident or near-miss occurrence.

3510.7.1 The investigation must obtain all the facts surrounding the occurrence: what caused the situation to occur; who was involved; whether the employee(s) were qualified to perform the functions involved in the accident or near-miss; whether they were properly trained; whether proper operating procedures were established for the task involved; whether procedures were followed, and if not, why not; where else this or a similar situation might exist, and how it can be corrected.

3510.7.2 The accident investigator must determine which aspects of the operation or process require additional attention (what type of constructive action can eliminate the cause(s) of the accident or near-miss).

3510.7.3 Actions already taken to reduce or eliminate the exposures being investigated should be noted, along with those remaining to be addressed.

3510.7.4 Any interim or temporary precautions should also be noted. Any pending corrective action and reason for delaying its implementation should be identified.

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3510.7.5 Corrective action should be identified in terms of not only how it will prevent a recurrence of the accident or near-miss, but also how it will improve the overall operation. The solution should be a means of achieving not only accident control, but also total operation control.

3510.8 Code of Safe Practices

The District maintains a Code of Safe Practices (COSP) as a standalone document in the District Safety Manual. The COSP lists the general safe-practice rules that all employees shall follow, and is posted at a conspicuous location in the District's maintenance office and provided to each supervisory employee, who shall keep it readily available. It is also provided to each employee upon hire and made available to all employees.

The Code of Safe Practices and the detailed safe work practices for the use of tools, equipment, machinery, and vehicles are maintained in the District Safety Manual and its Required Safety Practices (RSPs), which the General Manager shall keep current. Employees shall comply with the applicable RSPs for the work they perform. Because the Safety Manual and its RSPs are maintained administratively to reflect current codes and District operations, changes to the Code of Safe Practices or the RSPs do not require amendment of this Policy.

3510.9 Employee Access to Program

All employees have the right to examine and receive a copy of the District's WIIPP. The District will provide access in a reasonable time, place, and manner, but in no event later than five (5) business days after the request for access is received from an employee.

SECTION: 3500 - HEALTH, SAFETY & SECURITY
POLICY TITLE: Workplace Violence Prevention Plan
POLICY NUMBER: 3525
DATE ADOPTED: September 10, 2026
DATE REVISED: N/A



3525.1 Policy

The District is committed to providing a work environment free of disruptive, threatening, or violent behavior involving any employee, appointed or elected official, volunteer, contractor, client, and/or visitor. This policy is to establish, implement, and maintain an effective plan as required by SB 553 (2023). The statute requires the District to establish, implement, and maintain, at all times in all of its facilities, a workplace violence prevention plan to protect employees and other personnel from aggressive and violent behavior at the workplace.

The District's Workplace Violence Prevention Plan (WVPP) is maintained in the District's Safety Manual and is available upon request for examination and copying by employees, their representatives, the Chief of Cal/OSHA, or their designee.

3525.2 Prohibited Acts

The District will not ignore, condone, or tolerate threats of violence or workplace violence by any employee, appointed or elected official, volunteer, contractor, client, and/or visitor.

- Threats of violence include both verbal and non-verbal conduct that causes a person to fear for his or her safety because there is a reasonable possibility he or she might be physically injured, and that serves no legitimate work-related purpose.
- Workplace violence means any act of violence or threat of violence that occurs at the work site. Workplace violence shall not include lawful acts of self-defense or defense of others.

Workplace violence includes the threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury; and an incident involving the threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.

Workplace violence can be categorized into four types:

Type 1: Workplace violence committed by a person who has no legitimate business at the work site — includes violent acts by anyone who enters the workplace or approaches workers with the intent to commit a crime.

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Type 2: Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.

Type 3: Workplace violence against an employee by a present or former employee, supervisor, or manager.

Type 4: Workplace violence committed in the workplace by someone who does not work there but has or is known to have had a personal relationship with an employee.

In addition, the District prohibits, on all District property, any dangerous weapons not used for fire suppression, accident and incident response, emergency medical services, the service of law enforcement, or security duties. Any employee or appointed or elected official possessing prohibited dangerous weapons on District property violates this policy and may be subject to disciplinary action up to and including dismissal. Any volunteer, contractor, client, or visitor possessing prohibited dangerous weapons will be banned from the premises. Dangerous weapons include any instrument capable of inflicting death or serious bodily injury.

3525.3 Responsibility and Authority

Workplace Violence Prevention Plan Administrator

The Director of Finance & Human Resources, or an assigned designee, is the designated WVPP Administrator (Administrator) responsible for developing, implementing, and maintaining this plan and conducting or overseeing any investigations of workplace violence reports. The Director of Finance & Human Resources, or designee, will also be able to answer employee questions concerning this plan.

The Administrator shall solicit feedback and input from employees and their authorized representatives when developing and implementing the WVPP. Employees' active involvement could include, but is not limited to, their participation in identifying, evaluating, and correcting workplace violence hazards, designing and implementing training, and reporting and investigating workplace violence incidents.

The Administrator shall coordinate the implementation of the workplace violence prevention plan with other employers (e.g., contracted security staff and other employers on site), when applicable, to ensure those employers and their employees understand their respective roles as provided in the plan.

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POLICY TITLE: Workplace Violence Prevention Plan
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Managers and Supervisors

Responsibilities include:

- Implementing the plan in their work areas;
- Providing input to the Administrator regarding the plan;
- Participating in investigations of workplace violence reports; and
- Answering employee questions concerning this plan.

Employees

Responsibilities include:

- Complying with the plan;
- Maintaining a violence-free work environment;
- Attending all training;
- Following all directives, policies, and procedures; and
- Reporting suspicious persons in the area and alerting the proper authorities when necessary.

3525.4 Workplace Violence Prevention Plan

The District maintains a written Workplace Violence Prevention Plan (WVPP) as a standalone document in the District Safety Manual, which serves as the District's plan of record under Labor Code section 6401.9. The WVPP contains the operational elements required by law, including the systems and procedures for employee involvement and compliance; communication and training; workplace violence hazard identification, evaluation, and correction; incident reporting, emergency response, and post-incident investigation; recordkeeping and employee access to records; and periodic review of the Plan. It also includes the Violent Incident Log and the workplace violence hazard-assessment tools and forms.

The General Manager, or designee, shall develop, implement, maintain, and revise the WVPP and its associated procedures, forms, and appendices as necessary to comply with law and reflect current District operations. Because the WVPP is maintained administratively in the Safety Manual, changes to the Plan, its procedures, or its forms do

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POLICY TITLE: Workplace Violence Prevention Plan
POLICY NUMBER: 3525
DATE ADOPTED: September 10, 2026
DATE REVISED: N/A



not require amendment of this Policy. Employees and representatives of Cal/OSHA may obtain a copy of the written WVPP.

STATEMENT OF FUND BALANCES - PAGE 1 OF 2

August-26

ACCOUNT BALANCES AT MONTH-END

	August 31, 2026	August 31, 2025
GENERAL ACCOUNTS		
1. US Bank - General Account	716,173.54	941,294.60
2. US Bank - Xpress BillPay/Electronic Payments Account	123,207.16	48,394.72
<i>Subtotal</i>	839,380.70	989,689.32
INVESTMENT & INTEREST BEARING ACCOUNTS		
3. US Bank - PARS Investment Account	910,236.88	914,642.79
<i>Contributions = \$800,000 Disbursements = \$221,619</i>		
4. L. A. I. F Account - MSRA Reserve Account	517,699.91	496,978.50
5. CalTRUST - Restricted Inv. Account (Medium Term)	1,946,671.71	1,904,306.19
6. CalTRUST - General Reserve Account (Short-Term)	3,564,133.92	2,958,644.10
Total CalTRUST Accounts	5,510,805.63	4,862,950.29
7. California CLASS - DWFP Reserve Account	287,677.57	276,838.86
8. California CLASS - ReMat Reserve Account	1,554,389.18	1,462,143.37
9. California CLASS - General Reserve Account	2,861,357.97	2,744,448.19
Total California CLASS Accounts	4,703,424.72	4,483,430.42
10. Humboldt County - SRF Loan Payment Account	1,662,726.69	1,076,324.44
11. Humboldt County - 1% Tax Account	169,207.67	670,535.26
<i>Subtotal</i>	13,474,101.50	12,504,861.70
OTHER ACCOUNTS		
12. ReMat Deposit - Mellon Bank	27,000.00	27,000.00
13. Cash on Hand	700.00	700.00
<i>Subtotal</i>	27,700.00	27,700.00
TOTAL CASH	14,341,182.20	13,522,251.02

STATEMENT OF FUND BALANCES - PAGE 2 OF 2

July-26

FUND BALANCES AT MONTH-END

FUND BALANCES AT MONTH-END	August 31, 2026	August 31, 2025
RESTRICTED FUNDS - ENCUMBERED		
1. Prior-Year Price Factor 2 Rebate	(7,175.45)	(20,634.17)
2. Prior-Year Restricted AP Encumbrances	(1,756,650.00)	(1,439,267.00)
3. Advanced Charges - 3x Tank Seismic Retrofit	-	(1,264,150.35)
4. Advanced Charges - Cathodic Protection Project	-	(124,999.96)
6. Advanced Charges - On-Site Generation of Chlorine	-	(40,780.50)
7. Advanced Charges - Redundant Pipeline	-	(463,531.77)
8. Advanced Charges - TRF Emergency Generator	(118,645.62)	(284,020.47)
9. 3AC Collected Funds - TRF Emergency Generator	(312,858.62)	(312,858.62)
11. Advanced Funding - August Complex-Ruth Paving	-	(112,456.22)
12. Advanced Charges - Assist. Spillway Seismic Grant	(409,072.20)	(484,567.44)
13. Advanced Funding - Eureka Cyber Security	-	(19,489.22)
14. Advanced Charges - Essex Facility Expansion	(105,400.00)	(105,400.00)
15. Advanced Charges - Modular Training & EOC Building	(260,000.00)	-
16. Advanced Charges - Ruth Storage Barn	(209,166.63)	(209,166.63)
17. Advanced Charges - Curtis Heights Mitigation	(50,000.00)	-
18. Advanced Charges - Samoa Dunes Mitigation	(150,000.00)	-
16. Advanced Charges - Capital Financing/Debt Service	(209,100.28)	(1,041,416.23)
<i>Subtotal</i>	(3,588,068.80)	(5,922,738.58)
RESTRICTED FUNDS - OTHER		
17. 1% Tax Credit to Muni's	(169,207.67)	(670,535.26)
18. Pension Trust Reserves	(910,236.88)	(936,200.31)
19. ReMat Deposit	(27,000.00)	(27,000.00)
20. HB Retail Capital Replacement Reserves	(219,051.48)	(172,860.51)
<i>Subtotal</i>	(1,325,496.03)	(1,806,596.08)
UNRESTRICTED FUNDS		
BOARD RESTRICTED		
21. MSRA Reserves	(517,699.91)	(496,978.50)
22. DWFP Reserves	(287,677.57)	(276,838.86)
23. ReMat Reserves	(1,554,389.18)	(1,462,143.37)
24. Northern Mainline Extension Study Prepayment	(510.31)	(706.31)
25. Blue Lake Rancheria Extension Study Prepayment	-	117.77
<i>Subtotal</i>	(2,360,276.97)	(2,236,667.04)
UNRESTRICTED RESERVES		
30. General Fund Reserves	(7,067,340.40)	(3,561,881.76)
<i>Subtotal</i>	(7,067,340.40)	(3,556,249.32)
TOTAL NET POSITION	(14,341,182.20)	(13,522,251.02)

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

REVENUE REPORT

August 31, 2026

17%
Of Budget Year

A. REVENUE RETURNED TO CUSTOMERS VIA PF2

	MTD RECEIPTS	YTD RECEIPTS	PRIOR YEAR	BUDGET	% OF BUDGET
1. Humboldt Bay Retail Water Revenue	29,735	58,994	64,021	375,000	16%
General Revenue					
Power Sales (Net ReMat)	4,500	8,568	8,532	125,000	7%
Tax Receipts (1% Taxes)	0	0	149	1,450,000	0%
Interest - Muni PF2 Retained	0	5,005	5,386	40,000	13%
2. Miscellaneous Revenue*	114	200	833	25,000	1%
<i>*Detail on following page</i>					
TOTAL PF2 REVENUE CREDITS	34,350	72,767	78,922	2,015,000	4%

A. DISTRICT REVENUE

	MTD RECEIPTS	YTD RECEIPTS	PRIOR YEAR	BUDGET	% OF BUDGET
3. Industrial Water Revenue					
Harbor District	0	0	0	0	0
Subtotal Industrial Water Revenue	0	0	0	0	0
4. Municipal Water Revenue					
City of Arcata	145,960	283,897	270,190	1,794,525	16%
City of Blue Lake	19,887	39,161	36,534	241,987	16%
City of Eureka	336,120	659,351	633,585	4,127,379	16%
Fieldbrook CSD	37,473	56,027	35,141	237,082	24%
Humboldt CSD	108,251	207,514	194,407	1,313,180	16%
Manila CSD	8,677	24,683	7,818	105,403	23%
McKinleyville CSD	117,597	226,707	217,154	1,445,570	16%
Subtotal Municipal Water Revenue	773,965	1,497,340	1,394,829	9,265,126	16%
TOTAL INDUSTRIAL & WHOLESALE REVENUE	773,965	1,497,340	1,394,829	9,265,126	16%
5. Power Sales					
Power Sales (ReMat Revenue)	9,512	16,237	16,451	300,000	5%
Interest (ReMat Revenue)	0	0	0	0	
TOTAL REMAT REVENUE	9,512	16,237	16,451	300,000	5%
6. Other Revenue and Grant Reimbursement					
HB Retail Capital Replacement Rev.	3,575	7,388	7,800		
FCSD Contract	71,009	99,179	58,605		
FEMA/CalOES Grant Revenue	0	0	0		
Quagga Grant Revenue	0	0	0		
Misc. Grant Revenue	62,740	62,740	1,976		
Interest Earned	0	0	0		
Net Increase/(Decrease) Investment Accounts	23,989	58,374	69,853		
TOTAL OTHER/GRANT REVENUE	161,313	227,681	138,234		
GRAND TOTAL REVENUE	979,140	1,814,025	1,628,435	11,580,126	16%

HUMBOLDT BAY MUNICIPAL WATER DISTRICT
MISCELLANEOUS REVENUE - DETAIL REPORT
August 31, 2026

B. MISCELLANEOUS RECEIPTS (RETURNED TO CUSTOMERS VIA PF2)

	MTD RECEIPTS	YTD RECEIPTS
Miscellaneous Revenue		
	-	-
Fees - Park Use	-	-
Refund - Diesel Fuel Tax	-	62
Refunds - Miscellaneous	-	-
	-	-
Reimb. - Copies & Postage	54	78
Reimb. - Gas	-	-
Reimb. - Misc. Employee	-	-
Reimb. - Telephone	-	-
UB - Water Processing Fees	60	60
UB - Hydrant Rental Deposit/Use	-	-
Sale of Scrap Metal/Gravel	-	-
Sale - Surplus Material/Equipment	-	-
Ruth Area		
Lease - Ruth Mutual Water Company	-	-
Ruth Annual Lessee Water Fees	-	-
TOTAL MISCELLANEOUS REVENUE	114	200

MONTHLY EXPENDITURE REPORT — PAGE 1 OF 3

August-26

SALARY AND EMPLOYEE BENEFIT EXPENDITURES (S. E. B.)

	Month-to-Date	Year-to-Date	Prior Year	Budget	% of Budget
Compensation					
1. Wages - Regular	232,569.63	474,338.17	398,377.43	3,432,466	16%
2. Wages - Sick	6,664.55	10,407.43	11,281.70		
3. Wages - Vacation	31609.34	50,300.31	53,719.42		
<i>Subtotal</i>	270,843.52	535,045.91	463,378.55	3,432,466	16%
4. Wages - Overtime	6,067.94	8,732.48	8,572.23	20,000	
5. Wages - Holiday (Worked)	-	2,835.34	2,062.92	20,000	
<i>Subtotal</i>	6,067.94	11,567.82	10,635.15	40,000	29%
6. Wages - Part-Time	11,939.67	25,933.02	20,559.54	127,328	20%
7. Wages - Shift Differential	1,242.17	2,308.73	2,047.20	13,572	17%
8. Wages - Standby	11,983.71	23,182.80	19,055.34	135,720	17%
9. Director Compensation	950.04	2,380.04	5,643.00	42,073	6%
10. Secretarial Fees	221.32	327.32	212.00	3,433	10%
<i>Subtotal</i>	26,336.91	54,131.91	47,517.08	322,127	17%
<i>Total District Salaries & Wages</i>	303,248.37	600,745.64	521,530.78	3,794,593	16%
Employee Benefits					
11. Payroll Tax Expenses	22,708.77	45,313.99	39,312.17	285,782	16%
12. Health, Life, & LTD Ins.	47,814.15	97,552.40	92,664.49	739,265	13%
13. Air Medical Insurance	-	2,625.00	1,817.00	2,370	111%
14. Retiree Medical Insurance	15,680.38	31,223.62	30,053.22	120,000	23%
14a. Retiree Medical Reimb.	(2,201.28)	(3,452.76)	(9,604.48)		
15. Employee Dental Insurance	4,219.64	8,666.74	4,822.28	62,553	14%
16. Employee Vision Insurance	519.17	1,072.73	1,133.66	7,125	15%
17. Employee EAP	69.38	143.35	151.44	1,225	12%
18. Fitness Stipend	-	724.15	135.00	15,120	5%
19. 457b District Contribution	3,625.00	7,425.00	7,250.00	44,250	17%
20. CalPERS Expenses	36,043.26	513,891.14	460,103.02	854,897	60%
21. Workers Comp Insurance	-	17,570.86	17,772.11	155,136	11%
<i>Total District Employee Benefits</i>	128,478	722,756	645,610	2,287,723	32%
TOTAL S.E.B	431,726.84	1,323,501.86	1,167,140.69	6,082,316	22%

HUMBOLDT BAY MUNICIPAL WATER DISTRICT
MONTHLY EXPENDITURE REPORT - PAGE 2 OF 3
August-26

SERVICE & SUPPLY EXPENDITURES (S & S)

	Month-to-Date	Year-to-Date	Prior Year	Budget	% of Budget
Operations & Maintenance					
1. Auto Maintenance	4637.43	8,748.39	5,975.70	50,000	17%
2. Engineering	-	2,235.64	-	75,000	3%
3. Lab Expenses	-	5,714.00	3,557.00	25,000	23%
4. Maintenance & Repairs					
General	(1,322.58)	7,913.40	2,812.43	48,000	16%
TRF	3014.09	3,014.09	3,670.00	35,000	9%
Subtotal	1,691.51	10,927.49	6,482.43	83,000	13%
5. Materials & Supplies					
General	2,004.39	11,795.67	5,575.70	55,000	21%
TRF	46.71	619.51	11,688.00	75,000	1%
Subtotal	2,051.10	12,415.18	17,263.70	130,000	10%
6. Radio Maintenance	611.97	1,570.68	1,197.28	11,500	14%
7. Ruth Lake License	1,500.00	1,500.00	1,500.00	1,500	100%
8. Safety Equip./Training					
General	235.24	1,808.17	3,171.72	20,000	9%
TRF	-	-	258.28	2,000	0%
Subtotal	235.24	1,808.17	3,430.00	22,000	8%
9. Tools & Equipment	528.43	1,472.26	106.61	5,000	29%
10. USGS Meter Station	-	-	-	10,000	0%
Operations Subtotal	11,255.68	46,391.81	39,512.72	413,000	11%
General & Administration					
11. Accounting Services	-	12,590.00	-	50,000	25%
12. Bad Debt Expense	-	-	-	-	0%
13. Dues & Subscriptions	559.76	2,589.23	1,319.42	43,000	6%
14. IT & Software Maintenance	10,339.92	38,418.89	16,160.11	205,000	19%
15. Insurance	-	4,238.20	74,797.71	156,000	3%
16. Internet	867.78	1,734.92	1,719.97	12,500	14%
17. Legal Services	-	7,184.50	18,818.00	45,000	16%
18. Miscellaneous	240.45	1,806.73	375.17	10,000	18%
19. Office Building Maint.	1,637.12	4,798.87	3,170.14	24,000	20%
20. Office Expense	2,370.78	10,386.21	8,593.75	40,000	26%
21. Professional Services	210.00	13,874.00	11,450.00	30,000	46%
22. Property Tax	-	-	-	3,000	0%

HUMBOLDT BAY MUNICIPAL WATER DISTRICT
MONTHLY EXPENDITURE REPORT - PAGE 2 OF 3
August-26

SERVICE & SUPPLY EXPENDITURES (S & S)

	Month-to-Date	Year-to-Date	Prior Year	Budget	% of Budget
23. Regulatory Agency Fees	116.18	333.18	16,821.22	235,000	0%
24. Ruth Lake Programs	-	-	-	5,000	0%
25. Safety Apparel	286.59	638.82	208.36	10,050	6%
26. Technical Training	-	-	258.00	14,000	0%
27. Telephone	1,331.62	2,701.24	2,281.02	15,000	18%
28. Travel & Conference	-	85.00	1,718.42	22,000	0%
Gen. & Admin. Subtotal	17,960.20	101,379.79	157,691.29	919,550	11%
TOTAL SERVICE & SUPPLY	29,215.88	147,771.60	197,204.01	1,332,549.92	11%

Power

29. Essex - PG & E	84,008.42	159,973.40	183,537.28		
30. 2Mw Generator Fuel	-	-	-		
<i>Subtotal Essex Pumping</i>	84,008.42	159,973.40	183,537.28	984,000	
31. All other PG & E	8,599.59	20,448.66	25,488.91	205,000	
<i>Subtotal All Power</i>	92,608.01	180,422.06	209,026.19	1,189,000	15%
Total Service and Supplies incl.					
Power	121,823.89	328,193.66	406,230.20	2,521,550	13%

GRAND TOTAL EXPENSES	553,550.73	1,651,695.52	1,573,370.89	8,603,865.63	19%
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OTHER EXPENSES

32. ReMat Consultant Exp.	774.12	2,177.50	1,569.82		
33. Capital Replacement Exp.	-	-	-		

TOTAL EXPENSES WITH OTHER EXPENSES

	554,324.85	1,653,873.02	1,574,940.71		
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HUMBOLDT BAY MUNICIPAL WATER DISTRICT
ENCUMBERED FUNDS RECONCILIATION REPORT
August 31, 2026

	MTD	YTD	AMOUNT	
	EXPENSES	TOTAL	ENCUMBERED	REMAINING
B. CAPITAL PROJECTS - ENCUMBERED & REALLOCATED FROM FY26				
1E FY27 Isolation Valve Project (Add'l Encumbered Funds)	0	0	308,460	308,460
FY24 & FY25 Mainline Valve Replacement Program \$104,250				
FY25 Retaining Wall for Valve Access \$70,000				
FY25 Mainline Meter Flow Calibration \$14,210				
FY26 Mainline Valve Replacement Program \$100,000				
FY26 Pipeline Maintenance \$5,000				
FY26 TRF Limitorque Valve Retrofit Supplies \$15,000				
2E Peninsula Communications Options	0	0	42,000	42,000
3E Collector 4 Investigation & Repairs (Reallocated Funds, ADD'L Funds in FY27 Budget)	0	82,822	240,000	157,178
4E Collector 4 Transformer & Switchboard Replacement	0	0	98,914	98,914
5E Collector 4 Electrical Sub-Panel Replacements	0	0	14,250	14,250
6E Roof Replacement & Modifications to OSG Bldg.	660	3,062	12,428	9,366
C. EQUIPMENT & FIXED ASSET PROJECTS - ENCUMBERED & REALLOCATED				
7E Telemetry Radio and Antenna Replacement	0	0	14,000	14,000
8E Replace Hydro Plant PLC's	1,045	1,045	51,067	50,022
9E Replace Unit 7	0	587	1,000	413
10E Replace 35kW Generator	0	1,262	55,997	54,735
11E AC Units for Headquarters, Bunkhouse & Hydro Plant	1,779	1,779	10,750	8,971
12E Replace 35kW Standby Generator	0	0	1,000	1,000
13E Grant - Ruth Lake Decontamination Station	0	40,000	40,000	0
C. MAINTENANCE PROJECTS - ENCUMBERED & REALLOCATED				
14E TRF Valve Network Upgrade (Phase 2)	0	0	34,854	34,854
15E FY26 Main Line Meter Flow Calibration	0	5,628	15,404	9,776
16E FY26 Technical Support and Software Updates	0	783	23,755	22,972
17E FY26 Collector Lube Oil System Maintenance	0	1,655	4,500	2,845
18E FY26 Unit Compliance Testing	0	110	4,780	4,670
19E Production Flow Meter Calibrations	0	0	9,500	9,500
20E Line Shed 4 Roof Replacement	0	0	45,739	45,739
21E Maintenance Shop Roof Replacement	0	47,350	57,750	10,400
22E Equipment Storage Building Roof Replacement	0	0	1,957	1,957
23E Unit 2 and Unit 13 Engine Oil Leak Repairs	0	0	6,698	6,698
24E TRF Valve Network Upgrade (Phase 2)	0	0	54,794	54,794
25E Main Office Paint/Repairs/Fencing	73	636	7,920	7,284

D. PROFESSIONAL & CONSULTING SERVICES - ENCUMBERED & REALLOCATED

26E	Prof. Consulting - Dam C.A. Part 12-D (Remaining Budget \$348,266)	0	3,201	623,266	620,065
	Prof. Consulting - Dam C.A. (Prior Reallocation \$50,000)				
	Prof. Consulting - Dam C.A. (Add'l Reallocation \$225,000)				
27E	Retail Rate Study	0	0	15,000	15,000
28E	FY26 Technical Training	0	975	17,866	16,891
29E	FY26 O & M Training	0	0	22,828	22,828
30E	FY26 Cross Connection Control Certification	0	0	2,305	2,305
31E	Instream Flow Assistance (Reallocated Funds)	0	3,290	20,000	16,710
32E	Samoa Peninsula ROW EIR Completion (Reallocated Funds)	7,114	7,944	100,000	92,056

ENCUMBERED FUNDS TOTAL

10,672

202,132

1,958,782

1,756,650

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

SUPPLEMENTAL - FIELDBROOK-GLENDALE CSD CONTRACT SERVICES

MONTHLY BILLING/EXPENSE REPORT

August-26

	Month-to-Date	Year-to-Date
Contract Services Billing		
Administrative	1,261.23	2,522.46
Indirect/Overhead	999.28	1,998.56
Maintenance/Operations/Supplies	25,954.70	60,938.01
Total FB-GCSD Billing	28,215.21	65,459.03
Contract Services Expenses		
Employee Wages	14,861.97	30,232.59
Employee Benefits	6,627.58	13,481.85
Operations & Maintenance Expenses	578.02	2,856.73
General & Administrative Expenses	797.37	4,291.74
Total FB-GCSD Expenses	22,864.94	50,862.91
NET Fieldbrook Contract Services	5,350.27	14,596.12

Vendor Name	Date Paid	Description	Amount Paid
101 NETLINK			
101 NETLINK	08/04/2026	<i>Ruth Data Link/Internet</i>	340.00
Total 101 NETLINK:			340.00
ACWA/JPIA			
ACWA/JPIA	08/20/2026	<i>RETIREE MEDICAL</i>	15,539.72
ACWA/JPIA	08/20/2026	<i>COBRA Vision</i>	18.56
ACWA/JPIA	08/20/2026	<i>COBRA Dental</i>	122.10
Total ACWA/JPIA:			15,680.38
Advanced Security Systems			
Advanced Security Systems	08/19/2026	<i>Ruth Dam Quarterly Fire Alarm Monitoring</i>	160.50
Total Advanced Security Systems:			160.50
Almquist Lumber			
Almquist Lumber	08/19/2026	<i>Paint floor at Hydro Plant</i>	184.45
Total Almquist Lumber:			184.45
Amazon Capital Services			
Amazon Capital Services	08/28/2026	<i>Microphones for Eureka Board Room</i>	380.31
Amazon Capital Services	08/19/2026	<i>Eureka Office Supplies</i>	142.52
Amazon Capital Services	08/19/2026	<i>Essex Office Supplies</i>	69.01
Amazon Capital Services	08/28/2026	<i>Ruth Cabin Supplies</i>	45.31
Amazon Capital Services	08/04/2026	<i>Gate Openers</i>	34.00
Amazon Capital Services	08/19/2026	<i>BBQ Basket Donation to Ruth Lake CSD</i>	158.32
Amazon Capital Services	08/04/2026	<i>Ladder extension kit</i>	84.81
Amazon Capital Services	08/28/2026	<i>Webcams for Eureka office</i>	66.12
Amazon Capital Services	08/28/2026	<i>Returned microphone for Eureka Board Room</i>	351.64
Total Amazon Capital Services:			628.76
AT & T			
AT & T	08/19/2026	<i>Arcata/Essex Landline</i>	31.76
AT & T	08/19/2026	<i>Eureka/Essex Landline</i>	31.76
AT & T	08/19/2026	<i>Essex office/Modem/Control Alarm System</i>	32.14
AT & T	08/19/2026	<i>TRF</i>	32.14
AT & T	08/19/2026	<i>Eureka Office/Alarm</i>	65.85
AT & T	08/28/2026	<i>Essex office/Modem/Control Alarm System</i>	27.83
AT & T	08/28/2026	<i>TRF</i>	27.83
AT & T	08/28/2026	<i>Eureka Office/Alarm</i>	57.23
AT & T	08/28/2026	<i>Arcata/Essex Landline</i>	31.76
AT & T	08/28/2026	<i>Eureka/Essex Landline</i>	31.76
Total AT & T:			370.06

Vendor Name	Date Paid	Description	Amount Paid
ATS Communications			
ATS Communications	08/19/2026	IT and software maintenance subscriptions and support	4,898.00
ATS Communications	08/28/2026	ATS Service Calls	508.95
Total ATS Communications:			5,406.95
Chris Merz			
Chris Merz	08/19/2026	Safety Boot Reimbursement	286.59
Total Chris Merz:			286.59
Christian Jorgensen			
Christian Jorgensen	08/04/2026	Per Diem for Ruth Decontamination Station	112.50
Christian Jorgensen	08/26/2026	Per Diem for Ruth Decontamination Station	112.50
Total Christian Jorgensen:			225.00
City of Eureka			
City of Eureka	08/19/2026	Eureka office water/sewer	153.06
Total City of Eureka:			153.06
Cody Emmons			
Cody Emmons	08/04/2026	Per Diem for Ruth Decontamination Station	112.50
Cody Emmons	08/20/2026	Per Diem for Ruth Decontamination Station	56.25
Cody Emmons	08/20/2026	Per Diem for Ruth AC Units	56.25
Cody Emmons	08/26/2026	Per Diem for Ruth Decontamination Station	75.00
Total Cody Emmons:			300.00
Cody Spain			
Cody Spain	08/19/2026	Tree Removal at Ruth	400.00
Total Cody Spain:			400.00
Cole Ayala			
Cole Ayala	08/04/2026	Per Diem for Ruth Decontamination Station	112.50
Total Cole Ayala:			112.50
Cummins Sales and Service			
Cummins Sales and Service	08/19/2026	Standby generator service supplies	248.25
Cummins Sales and Service	08/19/2026	Unit 5 DEF system repairs	862.70
Total Cummins Sales and Service:			1,110.95
ESRI, Inc			
ESRI, Inc	08/19/2026	4 new ArcGIS user accounts	1,050.00
ESRI, Inc	08/19/2026	Annual GIS Software Maintenance Support	4,865.00

Vendor Name	Date Paid	Description	Amount Paid
ESRI, Inc	08/19/2026	3 new ArcGIS user accounts	500.00
Total ESRI, Inc:			6,415.00
Eureka Oxygen			
Eureka Oxygen	08/19/2026	cylinder rental	137.20
Total Eureka Oxygen:			137.20
Eureka Readymix			
Eureka Readymix	08/04/2026	Sand for Ruth Lake Decontaminatoin Station	396.67
Total Eureka Readymix:			396.67
Eureka Rubber Stamp			
Eureka Rubber Stamp	08/19/2026	Name Plate	35.45
Total Eureka Rubber Stamp:			35.45
Ferguson Waterworks #1423			
Ferguson Waterworks #1423	08/19/2026	Replacement motor for FCV 102	1,899.61
Total Ferguson Waterworks #1423:			1,899.61
FleetPride			
FleetPride	08/19/2026	Unit 10 rear axle seal replacement	28.84
Total FleetPride:			28.84
Franklin's Service			
Franklin's Service	08/19/2026	Unit 8 repairs	170.00
Franklin's Service	08/19/2026	Unit 8 AC repairs	553.81
Total Franklin's Service:			723.81
Frontier Communications			
Frontier Communications	08/04/2026	Ruth Hydro/Ruth Dataline	368.43
Frontier Communications	08/04/2026	Ruth HQ	102.25
Total Frontier Communications:			470.68
GEI Consultants, Inc			
GEI Consultants, Inc	08/19/2026	CDSE Consultant Services FY26/27 #27-0045	22,214.00
Total GEI Consultants, Inc:			22,214.00
GHD			
GHD	08/19/2026	GIS Project #26-1098	1,422.78
GHD	08/19/2026	Samoa Peninsula ROW EIR #23-0625	7,113.64

Vendor Name	Date Paid	Description	Amount Paid
Total GHD:			8,536.42
Grainger			
Grainger	08/19/2026	Air Compressor Switch	96.58
Grainger	08/19/2026	Thermostat	155.49
Total Grainger:			252.07
Health Equity Inc			
Health Equity Inc	08/17/2026	HSA Admin Fee Aug 2026 - 17 employees	50.15
Health Equity Inc	08/17/2026	HSA Admin Fee Aug 2026 - 6 employees	17.70
Total Health Equity Inc:			67.85
Hensel Hardware			
Hensel Hardware	08/19/2026	Plumbing parts for OSHG	45.04
Hensel Hardware	08/19/2026	Hose nozzles	21.15
Total Hensel Hardware:			66.19
Henwood Associates, Inc			
Henwood Associates, Inc	08/19/2026	Consultant Services Agreement- June 2026	387.06
Total Henwood Associates, Inc:			387.06
Humboldt County Treasurer			
Humboldt County Treasurer	08/19/2026	Capital Financing Project	45,611.43
Total Humboldt County Treasurer:			45,611.43
Humboldt Redwood Company, LLC			
Humboldt Redwood Company, LLC	08/19/2026	Mt Pierce Lease site - Aug 2026	346.74
Total Humboldt Redwood Company, LLC:			346.74
Humboldt Waste Management Authority			
Humboldt Waste Management Aut	08/04/2026	dump fee	149.36
Humboldt Waste Management Aut	08/19/2026	dump fee	826.92
Humboldt Waste Management Aut	08/28/2026	Dump fee for demo waste from OSHG building	93.08
Total Humboldt Waste Management Authority:			1,069.36
Hydro Engineering Innovation LLC			
Hydro Engineering Innovation LLC	08/13/2026	Ruth Lake Decontamination Station	23,587.87
Total Hydro Engineering Innovation LLC:			23,587.87

Vendor Name	Date Paid	Description	Amount Paid
Josiah Hargadon			
Josiah Hargadon	08/20/2026	Per Diem for Ruth AC Units	56.25
Josiah Hargadon	08/20/2026	Per Diem for Ruth Decontamination Station	56.25
Josiah Hargadon	08/26/2026	Per Diem for Ruth Decontamination Station	75.00
Total Josiah Hargadon:			187.50
JTN Energy, LLC			
JTN Energy, LLC	08/19/2026	Consultant Services Agreement - June 2026	387.06
Total JTN Energy, LLC:			387.06
Justin Natividad			
Justin Natividad	08/04/2026	Per Diem for Ruth Decontamination Station	112.50
Justin Natividad	08/26/2026	Per Diem for Ruth Decontamination Station	112.50
Total Justin Natividad:			225.00
Keenan Supply			
Keenan Supply	08/19/2026	Ruth decontamination system water line	196.96
Total Keenan Supply:			196.96
Mario Palmero			
Mario Palmero	08/28/2026	Essex Petty Cash - Maintenance Supplies	50.88
Mario Palmero	08/28/2026	Essex Petty Cash - Employee Recognition	24.96
Mario Palmero	08/28/2026	Essex Petty Cash - Supplies	23.70
Mario Palmero	08/28/2026	Essex Petty Cash - FB Plumbing Supplies	16.49
Mario Palmero	08/28/2026	Essex Petty Cash - Ruth AC Install	12.29
Mario Palmero	08/28/2026	Essex Petty Cash - TRF Supplies	3.99
Mario Palmero	08/28/2026	Essex Petty Cash - Ruth Supplies	16.52
Total Mario Palmero:			148.83
McMaster-Carr Supply			
McMaster-Carr Supply	08/28/2026	Ruth Spillway Davit Installation	39.05
McMaster-Carr Supply	08/28/2026	WWB rake repairs	1,110.49
McMaster-Carr Supply	08/28/2026	Knife valve for OSHG blower system	48.03
McMaster-Carr Supply	08/28/2026	Socket head screws for chemical dosing pumps at TRF	33.79
Total McMaster-Carr Supply:			1,231.36
Mendes Supply Company			
Mendes Supply Company	08/19/2026	Eureka office supplies	195.40
Total Mendes Supply Company:			195.40
Miller Farms Nursery			
Miller Farms Nursery	08/19/2026	Roller chain for TRF gate opener	12.92

Vendor Name	Date Paid	Description	Amount Paid
Miller Farms Nursery	08/28/2026	Weedmat for Essex rock garden	297.98
Miller Farms Nursery	08/28/2026	Weed mat pins	8.78
Total Miller Farms Nursery:			319.68
NAPA AUTO PARTS			
NAPA AUTO PARTS	08/28/2026	Battery for vacuum trailer	41.88
NAPA AUTO PARTS	08/28/2026	Brake cleaner	52.68
Total NAPA AUTO PARTS:			94.56
Optimum			
Optimum	08/03/2026	Fieldbrook-Glendale CSD Internet	408.93
Optimum	08/03/2026	Eureka Internet	210.95
Optimum	08/03/2026	Essex Phones	87.30
Optimum	08/03/2026	Essex internet	280.56
Optimum	08/03/2026	TRF Internet - Fieldbrook-Glendale CSD	72.52
Optimum	08/03/2026	TRF Internet - Blue Lake SCADA Monitoring	72.52
Optimum	08/03/2026	TRF Internet	36.27
Total Optimum:			1,169.05
PACE Engineering, Inc.			
PACE Engineering, Inc.	08/28/2026	TRF Generator Project	8,711.75
Total PACE Engineering, Inc.:			8,711.75
Pacific Gas & Electric Co.			
Pacific Gas & Electric Co.	08/03/2026	Samoa Dial Station	76.20
Pacific Gas & Electric Co.	08/03/2026	Samoa Booster Pump Station	4,076.69
Pacific Gas & Electric Co.	08/03/2026	Ruth Hydro	26.45
Pacific Gas & Electric Co.	08/03/2026	Ruth Hydro Valve Control	48.76
Pacific Gas & Electric Co.	08/03/2026	TRF	5,064.44
Pacific Gas & Electric Co.	08/03/2026	West End Road Rectifier	34.57
Pacific Gas & Electric Co.	08/03/2026	HWY 299 Rectifier	51.54
Pacific Gas & Electric Co.	08/03/2026	Jackson Ranch Rd Rectifier	21.19
Pacific Gas & Electric Co.	08/03/2026	Eureka Office	165.63
Pacific Gas & Electric Co.	08/18/2026	Essex Pumping July 2026	1,459.06
Pacific Gas & Electric Co.	08/18/2026	Essex Pumping July 2026	1,576.46
Pacific Gas & Electric Co.	08/18/2026	Essex Pumping July 2026	79,748.23
Pacific Gas & Electric Co.	08/28/2026	Ruth Bunk House	81.73
Pacific Gas & Electric Co.	08/28/2026	Ruth HQ	177.06
Total Pacific Gas & Electric Co.:			92,608.01
Pacific Paper Co./Arcata Stationers			
Pacific Paper Co./Arcata Stationers	08/28/2026	Essex printer ink	124.78
Pacific Paper Co./Arcata Stationers	08/28/2026	Essex Copy Paper	165.34

Vendor Name	Date Paid	Description	Amount Paid
Total Pacific Paper Co./Arcata Stationers:			290.12
Pierson Building Center			
Pierson Building Center	08/04/2026	Ruth Cabin Repairs	120.10
Pierson Building Center	08/04/2026	Ruth Cabin Repairs	81.53
Pierson Building Center	08/04/2026	Ruth Cabin Repairs	18.50
Pierson Building Center	08/04/2026	Tools for Unit #4	57.85
Pierson Building Center	08/04/2026	Supplies for Ruth Lake Decontamination Station	45.07
Total Pierson Building Center:			159.99
Platt Electric Supply			
Platt Electric Supply	08/04/2026	Ruth Cabin Washer and Dryer Installation	552.52
Platt Electric Supply	08/28/2026	Ruth Hydro AC Unit	611.26
Platt Electric Supply	08/28/2026	Ruth Cabin AC Unit	814.07
Platt Electric Supply	08/28/2026	Ruth Lake Decontamination Station	929.65
Platt Electric Supply	08/04/2026	Ruth Cabin Washer and Dryer Installation	410.30
Platt Electric Supply	08/19/2026	TRF valve network upgrade	528.60
Platt Electric Supply	08/04/2026	Ruth Cabin Washer and Dryer Installation	385.40
Platt Electric Supply	08/28/2026	Ruth Lake Decontamination Station	270.62
Total Platt Electric Supply:			3,731.62
PPG Architectural Coatings			
PPG Architectural Coatings	08/19/2026	Painting supplies	238.57
PPG Architectural Coatings	08/19/2026	Eureka office painting supplies	26.01
PPG Architectural Coatings	08/19/2026	Floor paint for Ruth Hydro	1,243.95
Total PPG Architectural Coatings:			1,508.53
Recology Arcata			
Recology Arcata	08/19/2026	Essex Garbage/Recycling Service - July 2026	925.10
Total Recology Arcata:			925.10
Recology Humboldt County			
Recology Humboldt County	08/19/2026	Eureka office garbage/recycling service - July 2026	120.46
Total Recology Humboldt County:			120.46
Ruth Lake C.S.D.			
Ruth Lake C.S.D.	08/04/2026	Ruth Lake License Fee	1,500.00
Total Ruth Lake C.S.D.:			1,500.00
Safe and Sound Security			
Safe and Sound Security	08/19/2026	Monthly help desk/tech support for Dam cameras	67.97

Vendor Name	Date Paid	Description	Amount Paid
Total Safe and Sound Security:			67.97
The Mill Yard			
The Mill Yard	08/20/2026	Hole saw	82.68
The Mill Yard	08/19/2026	Shop supplies	65.32
The Mill Yard	08/19/2026	Eureka office paint supplies	73.33
The Mill Yard	08/19/2026	OSG Building Modifications	107.04
The Mill Yard	08/19/2026	Shop supplies	22.03
The Mill Yard	08/19/2026	Blades for oscillating tool	88.19
Total The Mill Yard:			438.59
Trinity County			
Trinity County	08/28/2026	Notice of Exemption ARGUS Project	50.00
Total Trinity County:			50.00
Trinity County General Services			
Trinity County General Services	08/19/2026	Pickett Peak site lease - Aug 2026	265.23
Total Trinity County General Services:			265.23
U.S. Bank Corporate Payment System			
U.S. Bank Corporate Payment Syste	08/03/2026	Replace Hydro Plant PLC's	1,045.10
U.S. Bank Corporate Payment Syste	08/03/2026	Submersible probe for Collector #2	722.14
U.S. Bank Corporate Payment Syste	08/03/2026	AC Unit for Ruth Cabin	229.30
U.S. Bank Corporate Payment Syste	08/03/2026	Extendable pressure washer wand	106.83
U.S. Bank Corporate Payment Syste	08/03/2026	Vacuum trailer repairs	26.09
U.S. Bank Corporate Payment Syste	08/03/2026	Adobe Pro Annual Subscription	299.88
U.S. Bank Corporate Payment Syste	08/03/2026	OSHG roof replacement	32.00
U.S. Bank Corporate Payment Syste	08/03/2026	Ruth Annual Maintenance supplies	1,567.34
U.S. Bank Corporate Payment Syste	08/03/2026	OSHG roof replacement	521.22
U.S. Bank Corporate Payment Syste	08/03/2026	No trespassing signs	207.74
U.S. Bank Corporate Payment Syste	08/03/2026	Ad Posting - Maintenance Worker	60.00
U.S. Bank Corporate Payment Syste	08/03/2026	Drop box for customers	351.45
U.S. Bank Corporate Payment Syste	08/03/2026	Sprinklers for Ruth	281.07
U.S. Bank Corporate Payment Syste	08/03/2026	Claude Pro 1 Month Subscription	20.00
U.S. Bank Corporate Payment Syste	08/03/2026	Employee purchase - to be reimbursed	48.24
U.S. Bank Corporate Payment Syste	08/03/2026	Adobe annual subscription	239.88
U.S. Bank Corporate Payment Syste	08/03/2026	Ad Posting - Asst Maint & Elect Supervisor	40.00
U.S. Bank Corporate Payment Syste	08/03/2026	Table for vault	106.83
U.S. Bank Corporate Payment Syste	08/03/2026	Resource test for hiring	160.00
U.S. Bank Corporate Payment Syste	08/03/2026	Office supplies	58.51
U.S. Bank Corporate Payment Syste	08/03/2026	Stamps	77.75
U.S. Bank Corporate Payment Syste	08/03/2026	Outdoor bulletin board	425.42
U.S. Bank Corporate Payment Syste	08/03/2026	Hydrogen peroxide	5.92
U.S. Bank Corporate Payment Syste	08/03/2026	Pressure washer head and wands	52.90
U.S. Bank Corporate Payment Syste	08/03/2026	Essex Office Supplies	218.29

Vendor Name	Date Paid	Description	Amount Paid
U.S. Bank Corporate Payment Syste	08/03/2026	<i>Clean Truck Program 2026 Compliance Fee</i>	66.18
U.S. Bank Corporate Payment Syste	08/03/2026	<i>Ad Posting - Asst Maint & Elect Supervisor</i>	110.00
U.S. Bank Corporate Payment Syste	08/03/2026	<i>Spendwise Monthly Subscription</i>	90.00
Total U.S. Bank Corporate Payment System:			7,170.08
Valley Pacific Petroleum Serv. Inc			
Valley Pacific Petroleum Serv. Inc	08/19/2026	<i>Cardlock-Pumping & Control</i>	758.84
Valley Pacific Petroleum Serv. Inc	08/19/2026	<i>Cardlock-Water Quality</i>	758.84
Valley Pacific Petroleum Serv. Inc	08/19/2026	<i>Cardlock-Maintenance</i>	758.84
Valley Pacific Petroleum Serv. Inc	08/19/2026	<i>Cardlock-HB Retail</i>	197.29
Valley Pacific Petroleum Serv. Inc	08/19/2026	<i>Cardlock-FBGCS</i>	561.53
Total Valley Pacific Petroleum Serv. Inc:			3,035.34
Wahlund Construction			
Wahlund Construction	08/19/2026	<i>TRF Generator Grant Project #25-1361</i>	77,369.90
Total Wahlund Construction:			77,369.90
Watt's Cleaning Services			
Watt's Cleaning Services	08/19/2026	<i>Eureka Office Cleaning 7/1 & 7/15/26</i>	278.00
Total Watt's Cleaning Services:			278.00
Wienhoff & Associates Inc			
Wienhoff & Associates Inc	08/19/2026	<i>Excessive Collection Fee</i>	27.50
Total Wienhoff & Associates Inc:			27.50
Grand Totals:			340,019.04

BOARD STAFF REPORT

Board Meeting Date	September 10, 2026
Type of Meeting	Regular Business Session
Agenda Item No.	5.4
Agenda Item	Opposition to Proposed Rescission of the 2001 Roadless Area Conservation Rule
Presented By	Tom Wheeler, Director
Type of Item	ACTION
Type of Action	General Vote
Applicable Board Policy	Not Applicable

RECOMMENDATION

Staff recommend that the Board of Directors discuss and consider approval to authorize the Board President to sign the attached letter to the U.S. Department of Agriculture expressing the District’s opposition to the proposed rescission of the 2001 Roadless Area Conservation Rule.

BACKGROUND

The 2001 Roadless Area Conservation Rule (“Roadless Rule”) protects approximately 58.5 million acres of inventoried roadless areas on National Forest System lands nationwide by generally prohibiting road construction, reconstruction, and timber harvest within those areas. In Humboldt County, the Six Rivers National Forest contains over 150,000 acres of inventoried roadless areas, including the Mad River Buttes (also known as Bug Mountain) and Pilot Creek, which form part of the headwaters of Baduwa’t (the Mad River), the District’s sole source of supply. The federal administration has proposed rescinding the Roadless Rule, which would remove these development protections. Director Wheeler raised this matter for the Board’s consideration and drafted the attached opposition letter.

DISCUSSION

Baduwa’t (the Mad River) is 303(d) listed as impaired for sediment, a condition attributable in large part to poorly maintained forest roads in the watershed. The Roadless Rule’s restrictions on road construction and timber harvest have limited new sediment sources, reduced habitat fragmentation, and helped preserve intact watersheds that supply the District’s water and support salmon and steelhead recovery in the Trinity, Mad, and Van Duzen River basins. Rescission would open the region’s largest domestic water source to new road building and

development, increasing the risk of erosion, sedimentation, and degraded raw water quality, and potentially raising treatment and operating costs borne by the District's wholesale customers and ratepayers. Staff have reviewed the attached letter and find it consistent with the District's purpose, vision, and interest in protecting its source water. Staff recommend the Board discuss the item and consider approving the letter for the Board President's signature.

STRATEGIC PLAN ALIGNMENT

This item advances the FY2027–FY2030 Strategic Plan goals of Watershed & Environmental Stewardship and Water Supply & Reliability by protecting the quality and integrity of the District's source watershed.

FISCAL IMPACT

There is no direct fiscal impact associated with this action. Rescission of the Roadless Rule could, over time, increase raw water treatment and operating costs by degrading source water quality, which is among the reasons for the District's opposition.

ENVIRONMENTAL AND LEGAL REVIEW

This action is not a project under the California Environmental Quality Act (CEQA) because it consists of the District taking a policy position through written correspondence and involves no physical change to the environment. The underlying federal rulemaking is subject to review under the National Environmental Policy Act.

ALTERNATIVES

1. Approve the letter as presented.
2. Approve the letter with revisions directed by the Board.
3. Decline to send the letter.

ATTACHMENTS

1. Letter to U.S. Department of Agriculture re: Opposition to Proposed Rescission of the Roadless Area Conservation Rule

September 10, 2026

Secretary Brooke Rollins
U.S. Department of Agriculture
1400 Independence Ave., S.W.
Washington, DC 20250

Re: Opposition to Proposed Rescission of Roadless Area Conservation Rule

On behalf of the Humboldt Bay Municipal Water District, please accept this letter in strong opposition to the proposed rescission of the Roadless Area Conservation Rule (“Roadless Rule”). The Humboldt Bay Municipal Water District is a public wholesale water agency established in 1956 that delivers safe drinking water to over 94,000 customers throughout the Humboldt Bay region. The District sources its water from the Mad River, also known as Baduwa’t, which is 303(d) listed as impaired for sediment pollution, largely the product of poorly maintained forest roads. Rescission of the Roadless Rule would open the region’s largest domestic water source to new development, threatening the pristine waters that we enjoy, and increasing costs to water users.

Humboldt County is home to significant portions of the Six Rivers National Forest, which contains over 150,000 acres of inventoried roadless areas. These include wild and ecologically vital places such as the Mad River Buttes, Pilot Creek, Grouse Mountain, Blue Creek, and the headwaters of the South Fork Trinity River. The Roadless Rule is instrumental in the protection of local watersheds. The Rule’s restrictions on development have minimized sediment pollution and habitat fragmentation, and have preserved intact watersheds that supply drinking water and support salmon and steelhead recovery, especially in the Trinity, Mad, and Van Duzen River basins. Most notably, Mad River Buttes and Pilot Creek form part of the headwaters for the Mad River, also called Baduwa’t, which provides drinking water for 94,000 Humboldt County residents. These roadless areas help protect against erosion, sedimentation, and degraded water quality.

Any effort to rescind the Roadless Rule would reverse over two decades of bipartisan conservation success and open the door to increased logging, road construction, erosion, and wildfire vulnerability in some of our most treasured public lands. This would not only threaten ecological and economic values, but also erode the trust of local communities who rely on consistent federal protection of these landscapes.

For these reasons, we urge the U.S. Department of Agriculture and the U.S. Forest Service to uphold and fully implement the 2001 Roadless Area Conservation Rule in California and across the nation. We thank you for your continued commitment to public lands and to the people who depend on them.

Sincerely,

Michelle Fuller
President, Humboldt Bay Municipal Water District

BOARD STAFF REPORT

Board Meeting Date	September 10, 2026
Type of Meeting	Regular Business Session
Agenda Item No.	5.5
Agenda Item	Award of North Coast Resource Partnership Technical Assistance Grant, Baduwa’t Watershed Resilience Initiative
Presented By	Michiko Mares, P.E., General Manager
Type of Item	INFORMATIONAL
Type of Action	NONE
Applicable Board Policy	Not Applicable

RECOMMENDATION

This item is informational only. No Board action is requested. Staff is providing this report to inform the Board that the District’s request for technical assistance through the North Coast Resource Partnership (NCRP) has been approved, and to describe the next steps that will follow.

BACKGROUND

The District is organizing an early, headwaters-to-coast coalition around the Baduwa’t (Mad River), ahead of the anticipated Proposition 4 Watershed Resilience Program administered by the California Department of Water Resources. To build that coalition in a structured and credible way, staff applied to the North Coast Resource Partnership (NCRP) Technical Assistance program to fund neutral, third-party facilitation. The purpose of the facilitation is to confirm the coalition’s partners and their roles, establish clear tiers of participation, and guide the partners to a shared watershed vision and set of guiding principles. DWR has emphasized that this kind of coalition development and shared visioning is important to a competitive application, and increases the likelihood of advancing to a more detailed, second-stage application developed with DWR technical assistance.

DISCUSSION

On August 31, 2026, NCRP notified the District that the technical assistance request for the Baduwa’t Watershed Resilience Initiative has been approved. The assistance is provided as a

contract between NCRP and the technical assistance provider, with an award cap of \$15,000. The District had requested Jen Rice Consults as its facilitation provider, and NCRP is confirming the consultant's availability before initiating the contract.

Notably, the award is structured so that all contracting, invoicing, and reporting are handled directly between NCRP and the provider. The District carries no contracting or financial administration burden, and the facilitation is delivered at no net cost to the District.

Next Steps

- Confirm the provider – NCRP will confirm the availability of Jen Rice Consults and, if available, initiate a contract with the consultant.
- Develop the scope of work – the District will work with the consultant and NCRP to develop a scope of work specifying the tasks, timeline, and deliverables to be produced within the awarded amount. Because facilitation and strategic planning are newer offerings of the NCRP program, NCRP intends to work closely with the District to calibrate the deliverables.
- Execute and begin – once the contract is executed, a kickoff meeting will be scheduled and the facilitation work will begin.
- District role – throughout the project, District staff will collaborate with the provider on the scope of work, participate as needed during the work, communicate with NCRP if any issues arise, and complete a brief closeout report at the conclusion describing the accomplishments and benefits of the project.

Seed Funding for Coalition Start-Up

The NCRP technical assistance described above funds professional facilitation, but it does not cover the full range of start-up needs for a coalition of this scope. In parallel, the District is pursuing seed funding from additional funders to support the initiative's early work. To demonstrate the District's commitment and to help anchor these requests, the District will contribute additional funds as included in the District's current budget, toward the seed-funding effort. Staff also intend to invite the coalition's partners to contribute, so that the cost and the ownership of this early work are shared across the coalition rather than carried by any single entity.

STRATEGIC PLAN ALIGNMENT

This effort supports Strategic Plan Goal A, Infrastructure and Assets, by advancing opportunities to secure external funding for long-term watershed resilience. It also supports the District's commitment to regional collaboration, watershed stewardship, and proactive engagement with state, tribal, and federal partners.

FISCAL IMPACT

The NCRP technical assistance is funded through NCRP, capped at \$15,000, and is provided at no net cost to the District, with all contracting and invoicing occurring between NCRP and the provider. Separately, as described above, the District will contribute additional funds toward the broader seed-funding effort as currently allowed in the District's adopted budget. No additional Board action or appropriation is required at this time. Any future costs associated with the broader coalition effort or with grant applications beyond the current adopted budget will be brought before the Board for consideration.

ENVIRONMENTAL AND LEGAL REVIEW

None required for this information item.

ALTERNATIVES

As this item is informational in nature, no alternatives are presented for Board consideration.

ATTACHMENTS

None.

BOARD STAFF REPORT

Board Meeting Date	September 10, 2026
Type of Meeting	Regular Business Session
Agenda Item No.	5.6
Agenda Item	Approval of Resolution No. 2026-11, CDFW Oil Spill Response Equipment Grant
Presented By	Michiko Mares, P.E., General Manager
Type of Item	ACTION
Type of Action	By Roll Call Vote
Applicable Board Policy	Not Applicable

RECOMMENDATION

Staff recommends that the Board discuss and consider adoption of Resolution No. 2026-11 authorizing the Humboldt Bay Municipal Water District to enter into a funding agreement with the California Department of Fish and Wildlife (CDFW) for the Oil Spill Response Equipment Staging Project, accept and expend grant funds in an amount up to \$45,000, and authorize the General Manager, or designee, to execute the funding agreement and any amendments.

BACKGROUND

The District submitted an application to the California Department of Fish and Wildlife’s (CDFW) Office of Spill Prevention and Response (OSPR) for funding for the Oil Spill Response Equipment Staging Project. On September 3, 2026, CDFW notified the District that the application was approved for an Oil Spill Response Equipment Payable Grant of up to \$45,000. The funding is designated for the purchase of oil spill response equipment and the necessary training to support its use.

The proposed location for the equipment is at Ruth Lake. Once in place, the equipment will strengthen the District’s capacity, as well as the surrounding region’s ability, to respond quickly and effectively to oil spill incidents. The District will own the equipment and may use it as needed to support its oil spill response capabilities.

DISCUSSION

Eligible equipment purchases may include, but are not limited to, a mobile response trailer, 1,000 feet of containment boom, absorbent materials, personal protective equipment, delivery of the

trailer and its contents, and a boom deployment training course. CDFW anticipates finalizing the Oil Spill Response Equipment Payable Grant by November 2026.

Prior to CDFW executing a funding agreement, the District is required to adopt a resolution authorizing an agent, or representative, to sign the funding agreement, amendments, and requests for disbursement on behalf of the District, and to carry out other necessary Project-related activities. Resolution No. 2026-11 authorizes the District to carry out the Project, enter into a funding agreement with CDFW, accept and expend funds for the Project in an amount up to \$45,000, and designates the General Manager, or designee, to sign the funding agreement and any amendments thereto.

STRATEGIC PLAN ALIGNMENT

This item supports the District's commitment to emergency preparedness, resiliency, and regional collaboration by strengthening the District's and surrounding region's ability to respond quickly and effectively to oil spill incidents.

FISCAL IMPACT

The CDFW grant provides funding of up to \$45,000 for eligible oil spill response equipment and necessary training. Resolution No. 2026-11 authorizes the District to accept and expend the grant funds for the Project.

ENVIRONMENTAL AND LEGAL REVIEW

CDFW requires adoption of the resolution prior to executing the funding agreement. No additional environmental or legal review is identified at this time for the Board's action to authorize the funding agreement.

ALTERNATIVES

The Board may decline to approve Resolution No. 2026-11 or provide alternative direction to staff.

ATTACHMENTS

1. Resolution No. 2026-11
2. CDFW Oil Spill Response Equipment Grant Approval Letter dated September 3, 2026

RESOLUTION NO. 2026-11

September 10, 2026

A Resolution of the Board of Directors of the Humboldt Bay Municipal Water District
Authorizing a Funding Agreement with the California Department of Fish and Wildlife
for the Oil Spill Response Equipment Staging Project, Trinity County

WHEREAS, the Humboldt Bay Municipal Water District has submitted an application to the California Department of Fish and Wildlife (CDFW) for funding for the Oil Spill Response Equipment Staging Project (Project); and

WHEREAS, prior to the CDFW executing a funding agreement, the Humboldt Bay Municipal Water District is required to adopt a resolution authorizing an agent, or representative, to sign the funding agreement, amendments, and requests for disbursement on behalf of the Humboldt Bay Municipal Water District, and to carry out other necessary Project-related activities; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the Humboldt Bay Municipal Water District is hereby authorized to carry out this Project, enter into a funding agreement with the CDFW, and accept and expend funds for this Project in an amount up to \$45,000; and

BE IT FURTHER RESOLVED AND ORDERED, that the General Manager, or designee, is hereby authorized and designated to sign for, and on behalf of, the Humboldt Bay Municipal Water District, the funding agreement for this Project and any amendments thereto; and

BE IT FURTHER RESOLVED AND ORDERED, that any and all actions, whether previously or subsequently taken by the Humboldt Bay Municipal Water District, which are consistent with the intent and purposes of the foregoing resolution, shall be, and hereby are, in all respects, ratified, approved, and confirmed.

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted by the Board of Directors of the Humboldt Bay Municipal Water District at the regular meeting thereof held on September 10, 2026.

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	

Michelle Fuller
President, Board of Directors

ATTEST:

Contessa Dickson
Secretary to the Board

STATE OF CALIFORNIA
DEPARTMENT OF FISH AND WILDLIFE



GAVIN NEWSOM, Governor
MEGHAN HERTEL, Director

P.O. Box 944209
Sacramento, CA 94244-2090
wildlife.ca.gov

Date: September 3, 2026

Subject: Oil Spill Response Equipment Grant Application Approved

Greetings,

The California Department of Fish and Wildlife's Office of Spill Prevention and Response is pleased to award the **Humboldt Bay Municipal Water District** an Oil Spill Response Equipment Payable Grant of up to **\$45,000**. This funding is designated for the purchase of oil spill response equipment and the necessary training to support its use.

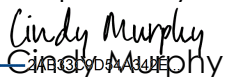
The proposed location for the equipment is Forest Station. Once in place, this equipment will strengthen the District's capacity, as well as the surrounding region's ability, to respond quickly and effectively to oil spill incidents.

The **Humboldt Bay Municipal Water District** will own the equipment and may use it as needed to support its oil spill response capabilities. Eligible equipment purchases may include, but are not limited to, a mobile response trailer, 1,000 feet of containment boom, absorbent materials, personal protective equipment, delivery of the trailer and its contents, and a boom deployment training course.

I look forward to working with you and your team to finalize the Oil Spill Response Equipment Payable Grant by **November 2026**. We appreciate your partnership and look forward to supporting the District as it enhances its oil spill response capabilities.

If you have any questions, please contact me at osprgrants@wildlife.ca.gov or (916) 616-4515.

Respectfully,


Cindy Murphy

Tribal and Grants Coordinator
Office of Spill Prevention and Response

Memo to: HBMWD Board of Directors

From: Ryan Chairez, Deputy Director of Operations and Maintenance

Date: August 31st, 2026

Subject: Essex/Ruth August 2026 Operational Report

Upper Mad River, Ruth Lake, and Hydro Plant

1. Average flow at Mad River above Ruth Reservoir (Zenia Bridge) in August was 0.1 cfs.
2. The conditions at Ruth Lake for August were as follows:
The lake level on Aug 31st was 2645.56.48 feet, which is:
 - 2.92 feet lower than July 31st, 2026.
 - 0.88 feet lower than Aug 31st, 2025.
 - 0.02 feet lower than the ten-year average.
 - 8.44 feet below the spillway.
3. Ruth Headquarters recorded zero rainfall in Aug.
4. Ruth Hydro generated 48,000 kWh in August. We had **one** PG&E transmission related outage that caused 97,600 kWh of lost production.
5. The lake discharged an average of 42 CFS with a high of 46 CFS on Aug 6th.

Lower Mad River, Winzler Control, and TRF

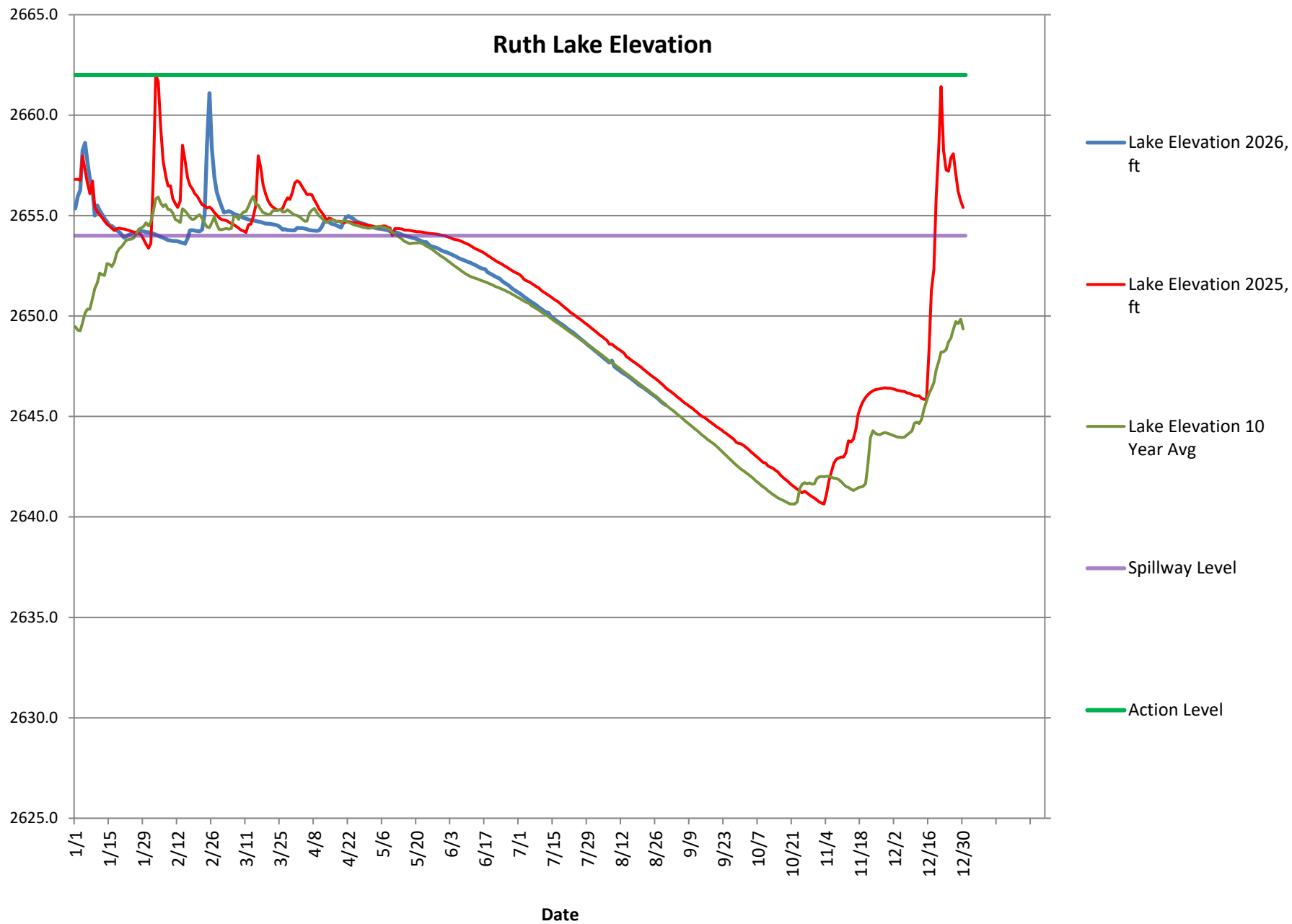
6. The river at Winzler Control Center in Aug had an average flow of 34 CFS. The river reached a high flow of 42 CFS on Aug 5th.
7. The domestic water conditions were as follows:
 - a. The domestic water turbidity average was 0.09 NTU, which meets Public Health Secondary Standards.
 - b. As of Aug 31st, we pumped 269.56 MG at an average of 8.67 MGD.
 - c. The maximum metered daily municipal use was 10.04 MG on Aug 3rd.
8. The TRF is **offline**:
 - a. Average monthly source water turbidity was 0.09 NTU.
 - b. Average monthly CT turbidity was 0.09 NTU.
 - c. The number of monthly filter backwashes was zero.
1. August 3rd –
 - a. Assist Maintenance Supervisor and Maintenance Worker application review and selection
 - b. USGS meeting to discuss the status and reestablishment of Mad River Station below dam
 - c. Limitorque Technical staff on site to integrate new Ethernet actuators

- d. Simpson on site at Samoa tank to perform warranty inspection and repairs of known deficiencies to lower section and chine of tank
- 2. August 4th –
 - a. Arc GIS Online platform training
 - b. Cole Ayala internship completion interview with professor
 - c. Review of Director of Operations reports and daily logs
 - d. City of Arcata public works team tour of Essex Operations, OSHG, and TRF
- 3. August 5th –
 - a. Arcata MOU meeting regarding the AnnieMarie Trail and impacts on Essex and Park 1
 - b. Meeting with Points West to discuss dam and spillway, easement-ROW surveying, and river cross section options
 - c. Unit 4 sold on Iron Planet auction through Richie Brothers
 - d. Teams meeting demo of asset management software (Civic)
- 4. August 7th –
 - a. DWR RGUS grant program meeting to discuss radar level sensor project and data transmission parameters to CEDEC
 - b. Met with Supervisors and Electrical staff to roll out the new EI3 position
- 5. Aug 10-11th –
 - a. Ruth decontamination Unit electrical conduit and water line installation to pad site
 - b. ConeTec at dam for penetrating radar work on spillway
- 6. Aug 12th –
 - a. TRF generator project FAT testing was postponed until change order work for control can be completed. Contractor working on design and estimates
 - b. Ruth hydro plant turbine deck painting
- 7. August 13th –
 - a. McKinleyville McKluski tank site communication tower project meeting with ICAD to discuss the process for the move from tank locations to new tower
 - b. Teams meeting demo of asset management software (IGov)
 - c. Collector 4 repairs meeting with VOSS and ATS (repair contractor)
 - d. Ruth water supply spring box maintenance performed
- 8. August 14th –
 - a. Auma actuator Team's meeting to discuss integration site work schedule and current install status
 - b. Estimate for crane work for Collector 4 repairs
 - c. Human resources meeting to discuss AMS position and aptitude testing
- 9. August 17th –
 - a. Ruth decontamination system delivery, unloading and setup planning meeting
 - b. Teams meeting with VOSS to discuss several of their noted deficiencies on the spillway and training wall
 - c. Hypochlorite injection line replacement planning
 - d. New oil containment drive over berm installed at Ruth hydro plant around plant lubrication drum storage area

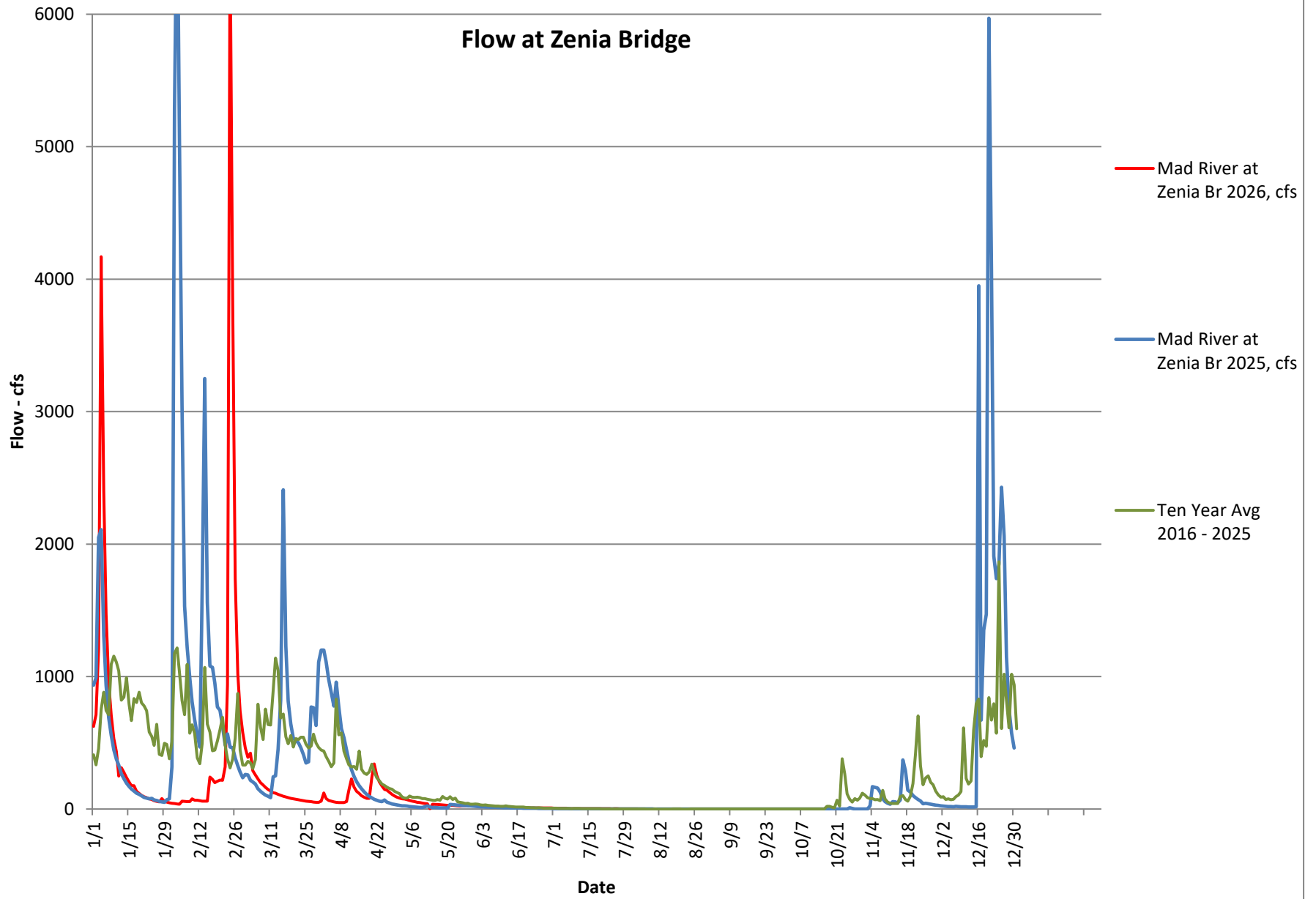
10. August 18 –
 - a. Instrumentation and Control 4-day training class for district and outside staff through Orion
 - b. Teams meeting demo of asset management software (Open Gov)
 - c. Hypochlorite solution injection line replacement materials and estimates
 - d. Provided feedback to Annmarie on spillway enhanced monitoring program surveillance forms
 - e. Vendor correspondence on options and pricing for vacuum trailer replacement
 - f. Ruth annual fire extinguisher inspection and maintenance
11. August 19th– 20th
 - a. Lake level radar sensor grant review
 - b. Vendor correspondence and options for new electrical fleet vehicle
 - c. Prepared and sent estimate for old Fieldbrook tank control/electrical removal
12. August 24th -
 - a. Project and work review with Dale and Chris
 - b. McKinleyville tank tower project expense process review and MOU discussion
 - c. Ruth decontamination shipment coordination meeting with transporter
13. August 25th –
 - a. Instream flow working group meeting to discuss fall and spring releases
 - b. Ruth Hydro and cabin air conditioning installations
 - c. Unit 10 CARB testing
 - d. 90 Day truck inspections
 - e. Annual fire extinguisher services for Essex, fleet, TRF, and Fieldbrook
14. August 26th –
 - a. Ruth decontamination system delivery, unload and set
 - b. CDFW OSPR spill response trailer grant interview meeting
15. August 27th – Ruth decontamination unit wiring installation
16. August 28th –
 - a. WIIP and Safety Manual review process sections 1-2
 - b. Correspondence regarding repair work scheduling for collector 4 repairs with project contractors AUS, ATS, Kernen Const.
17. August 31st – Ruth decontamination unit setup and water, electrical and propane connections
18. Current and Ongoing Projects –
 - a. TRF generator project
 - b. RLCSD De-con station
 - c. TRF- annual maintenance and repairs
 - d. Collector 4 concrete repairs
 - e. Installation of new Essex 45 KVA Standby generator
 - f. Work on OSHG building upgrades
 - g. Essex hypochlorite line replacement
 - h. Hiring process for AMS and Maintenance Worker

- i. Routine annual equipment maintenance and services
- j. Budget project research, estimates, and procurement process

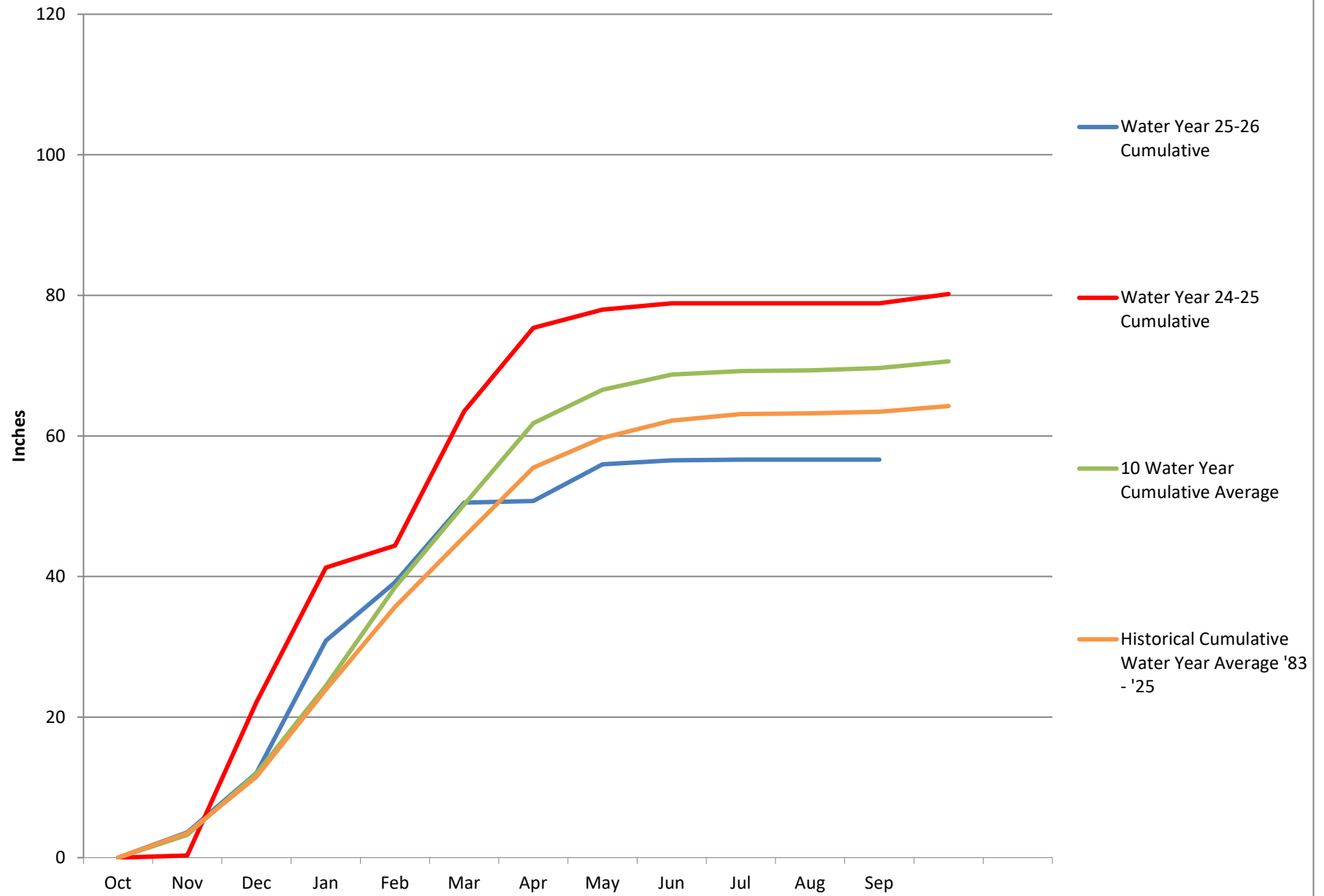
Ruth Lake Elevation

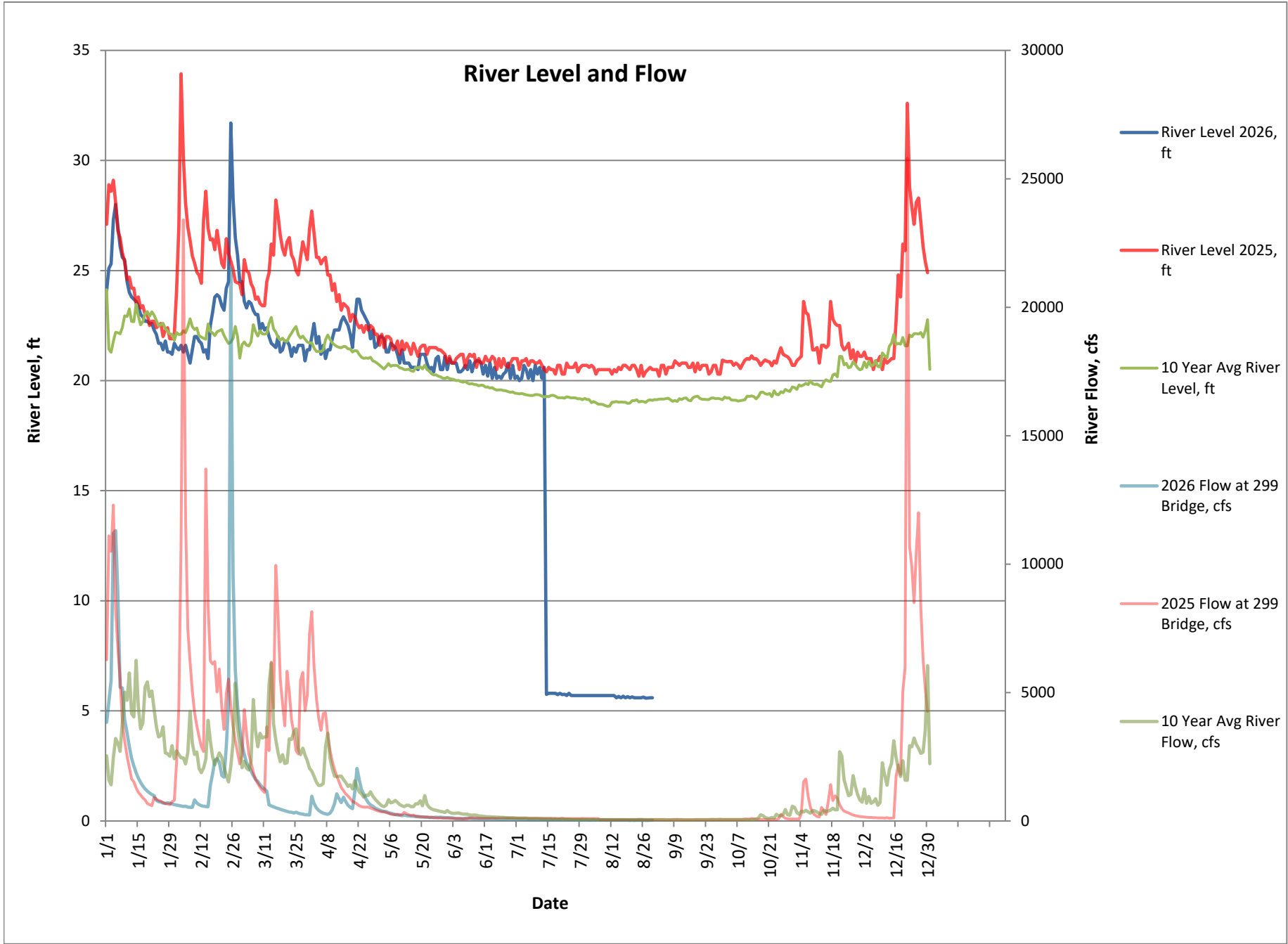


Flow at Zenia Bridge

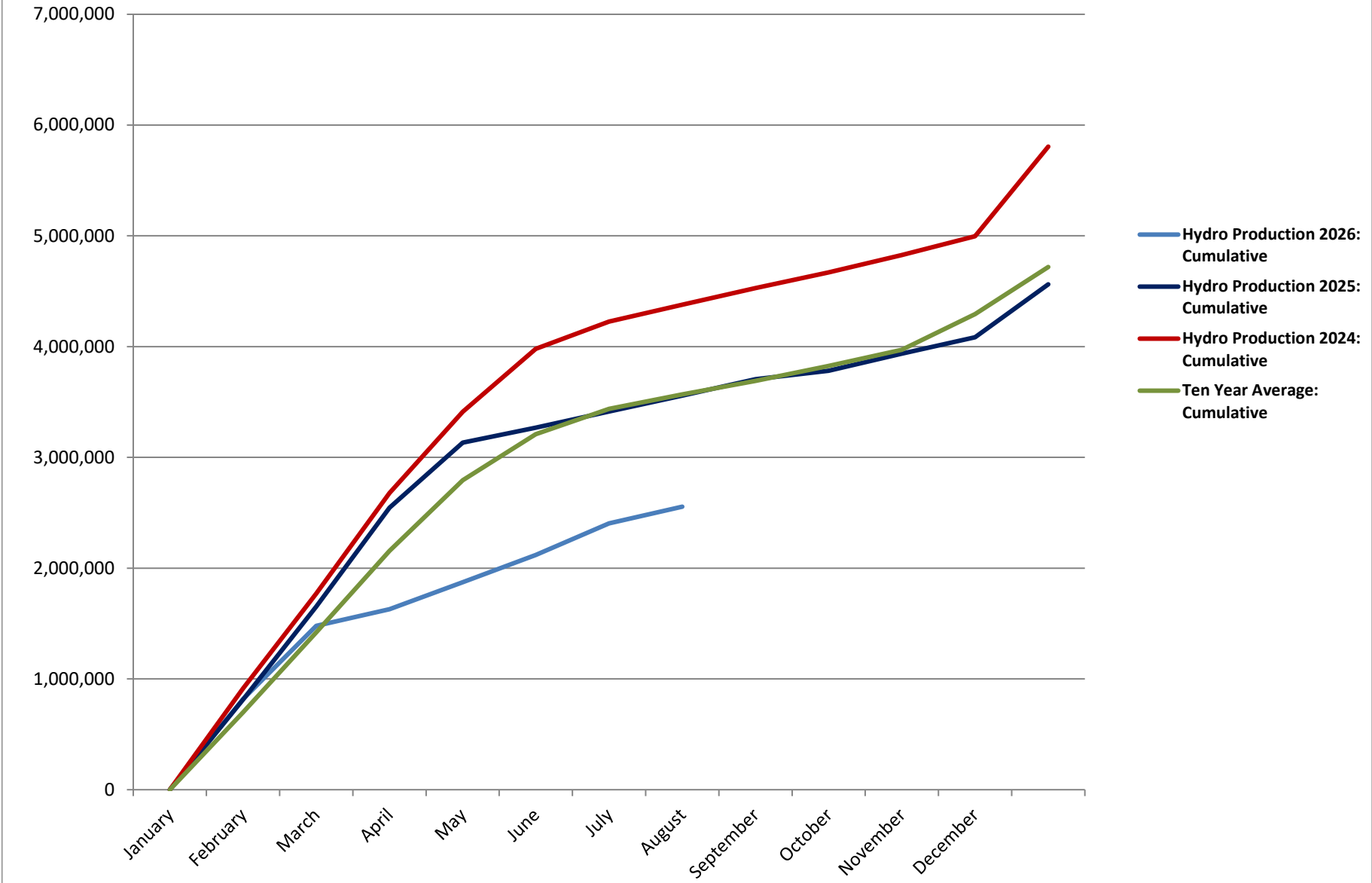


Ruth Rainfall - Water Year 2025-2026





Ruth Hydro Production: Cumulative kWh



Board Meeting Date	September 10, 2026
Type of Meeting	Regular Business Session
Agenda Item No.	6.1b
Agenda Item	General Manager’s Monthly Report
Presented By	Michiko Mares, P.E., General Manager
Type of Item	INFORMATIONAL
Type of Action	NONE - Receive and File
Purpose	This report provides the Board with informational updates on District activities at a management level.

PART I – CORE OPERATIONAL RESPONSIBILITIES

Goal O-1: Water Service Delivery – Keeping the Water Flowing

Reliable Water Service Delivery. Delivered water reliably to wholesale and retail customers with no unplanned outages.

Drinking Water Quality Compliance. Maintained compliance with all state and federal drinking water regulations during the reporting period.

Permitting.

DSOD. Staff submitted sketches and narrative describing the proposed real-time reservoir level gage for DSOD review and comment.

FERC. FERC provided comments on the revised Drilling Program Plan for the embankment investigation that was submitted in May 2026. Staff submitted sketches and narrative describing the proposed real-time reservoir level gage for FERC review and comment.

NCUAQMD. NCUAQMD issued Temporary Permit to Operate, and Authority to Construct permits for two new diesel generators that will replace one existing generator at Essex and one at Ruth.

Reporting.

SWRCB. Submitted Q2 SAFER reports HBMWD’s water system.

Goal O-3: Workforce and Human Resources Management

Staffing. Recruitment underway for Assistant Maintenance Supervisor and Maintenance Worker.

Safety Performance. No reportable injuries during the reporting period.

Goal O-6: Wholesale Customer and Partner Relations

City of Arcata. District staff provided a tour of water collection and treatment facilities to City of Arcata water operators and engineering staff.

Ruth Lake CSD. The Joint Board meeting with Ruth Lake CSD is scheduled for Friday, September 25 at 1 pm at the RLCSD Community Hall on Van Duzen Road. Immediately following the Board meeting, a tour of the Decontamination Station at Ruth Recreation will be provided.

Trinity County Planning Department. The District, Trinity County, and Ruth Lake CSD visited every lease lot to review various development issues including the HTRA requested property donation.

California Special District Association (CSDA). The District and Humboldt Community Services District hosted the First Annual Humboldt Area Chapter CSDA BBQ at Park 1. Partner special districts from the Humboldt Bay region as well as Shelter Cove, Willow Creek, and beyond attended.

Humboldt County and Harbor District. Representatives from Humboldt County, the Harbor District, and HBMWD met to discuss water infrastructure on the Samoa Peninsula and the need for a Regional Reinvestment in Water Infrastructure. The District provided clarification that future increases to water supply on the Samoa Peninsula must be evaluated as part of a comprehensive hydraulic study and assessment of existing infrastructure to be funded by water service applicants or as part of a regional effort.

PART II – STRATEGIC PLAN GOALS (FY27-FY30)

Goal A: Infrastructure and Assets

Infrastructure Reliability.

Dam Safety and Climate Resilience (DSCR) Grant Program. The California Department of Water Resources continues to advance the Prop 4-funded [DSCR Local Assistance Program](#) toward a formal solicitation, with revised draft guidelines having gone out for a second public comment period that closed August 26, 2026. This round makes up to \$228 million available statewide, part of a broader \$480 million Prop 4 allocation for repairs, rehabilitation, and dam safety projects at state

jurisdictional dams. R.W. Matthews Dam, a high-hazard structure placed in service in 1962, is well positioned to compete, and the program's hardship provisions may allow the District to seek a reduced local cost-share. Staff is retaining a grant writer to prepare a coordinated set of applications and a hardship application in advance of the solicitation opening.

The District intends to pursue funding across several projects: Intake Structure Rehabilitation; Updated Hydraulic Studies (CFD spillway analysis under the Probable Maximum Flood); Seismic Stability Analysis of the Spillway Structure using updated 2025 ground motions; Sedimentation Quantification and Removal Studies, including a bathymetric survey of Ruth Lake; Woody Debris Removal along and within Ruth Lake to address regulatory identified log-jam risk to the log-boom and spillway; and updated Inundation Mapping as identified in the Part 12D Comprehensive Assessment. Staff are developing cost estimates to inform the required local cost-share, and will separate the broader sediment prevention and watershed questions into a future watershed grant with appropriate environmental expertise.

Capital Improvement Plan.

Contract Status Update. Refer to Attachment 1, Contract Status Report, for a detailed summary of current contracts.

Goal B: Watershed and Environmental Stewardship

Ruth Lake Decontamination Station. Equipment delivery, installation, and training were completed. A tour of the station will be scheduled during the Joint Board Meeting with Ruth Lake CSD.

State Lands Day. State Lands Day is scheduled for Saturday, September 26, 2026 beginning at Ruth Marina at 9:00 am until approximately 2:00 pm. Activities include cleaning areas surrounding the Lake and lunch. This event is sponsored by the US Forest Service, RLCSD, and the District.

Baduwa't Watershed Resilience Coalition. Staff continue to preposition for the upcoming DWR Watershed Resilience Implementation Grant Program. A watershed flight hosted by EcoFlight was completed on August 24, 2026. Attendees included Humboldt (elect) and Trinity County Supervisors, California Trout, Trout Unlimited, Baduwa't Watershed Council, Watershed Research and Training Center, Trinity County Resource Conservation District and the Regional Financial Assistance Manager at DWR. Footage and photos will be presented at the October Board meeting. Staff have also continued outreach to tribal nations, DWR executive staff, and academic partners throughout the month.

Goal C: Regulatory Compliance

Emergency Preparedness. District staff met with PGE representative to discuss and prepare for upcoming storm season.

Required Safety Practices. Staff initiated monthly meetings to review and complete the District's Required Safety Practices (RSPs) and anticipate circulation of the complete draft by the end of the year to be distributed to staff, JPIA, and legal counsel for final review.

Goal D — Water Supply & Reliability

Petition for Change – Instream Flow Dedication. Staff hosted the fourth Technical Working Group meeting with protestors. The fall pulse release from the dam was discussed, including triggers and duration. The next meeting is scheduled for September 16, 2026.

Goal E: Governance & Organization

Digital Transformation. The SharePoint migration has been initiated and will likely take approximately 12-months to complete from beginning to end.

Board of Directors On-Boarding Handbook. Staff are preparing Board of Directors On-Boarding Handbook for upcoming new member to be appointed December 2026.

ATTACHMENTS

1. Contract Status Report
2. TRF Generator Pictures

Active Large Contract Progress Report

Project Description	Progress / Status Update	Funding Source / Budget	Active Contracts and Financial Status ¹	Schedule Tracking
Samoa Peninsula Waterline Right-of-Way Maintenance EIR and CDP Studies, EIR, and Permit applications for maintaining District infrastructure on the peninsula. Permit applications include:CDP, Section 404 (not required), 401, CESA, ESA Phase: EIR in progress	<u>Project status:</u> The Draft EIR is being circulated for public review. <u>Progress over the last month:</u> Finalized and circulated the Draft EIR. <u>Highlights / milestones / challenges:</u> Public meeting for Draft EIR scheduled for 9/1/26.	HBMWD FY 25/26 Budget (100%): \$40,295	<u>Consulting (GHD)</u> Original Contract Amount: \$337,050 Amendments to Date: \$108,725 Amendments Percent Increase/Decrease: 32% Current Contract Amount: \$445,775 \$399,523 Percent Invoiced to Date: 90%	Contract Award Date: 1/20/2023 Amendment 3 Date: 5/6/2025 Current Contract Completion: 12/31/2026 Draft EIR Estimated Completion: Completed Public Meeting: 9/1/2026 Permit App Estimated Submission: 11/6/2026 Mitigation Negotiations & Plan Est. 12/15/2026 Percent Schedule Elapsed: 92%
Collector Mainline Redundancy DR4407-PJ0701 The District's source water from the collectors comes together in one common pipeline that conveys water to the TRF via Pipeline Road. This project will analyze a redundant pipeline to the TRF via an alternate route. This project will also re-route the pipe that currently runs under the Essex Control Building. Phase: Project withdrawn from grant.	No change from last month. Grant close out documents submitted to Cal OES and FEMA.	<u>HMGP Phase One Grant (Current)</u> Cal OES / FEMA (75% Current Share): \$339,255 HBMWD (25% Current Match): \$113,085 Total Current Project Budget: \$452,340 <u>HMGP Phase One Grant Total Request (Response Pending)</u> Cal OES / FEMA (75% Requested Share): \$1,040,085 HBMWD (25% Proposed Match): \$346,695 Total Requested Project Budget: \$1,386,780	<u>Phase One Consulting (GEI)</u> Original Contract Amount: \$422,103 Amendments to Date: \$0 Amendments Percent Increase/Decrease: 0% Current Contract Amount: \$422,103 Total Invoiced to Date: \$166,568 Percent Invoiced to Date: 39% Anticipated Contract Amount (if SOW revision approved): \$1,346,590	Contract Award Date: 3/9/2023 Original Contract Completion: 3/1/2024 Extended Calendar Days: 0 Current Contract Completion: 3/1/2024 Estimated Completion: N/A Percent Schedule Elapsed: N/A Grant SOW Completion: 7/7/2026 Grant Period of Performance: 12/4/2026
Matthews Dam Seismic Stability DR4569-PA0538 Geotechnical and seismic studies to determine the response of Matthews Dam to the Cascadia seismic event and whether retrofits are required. Also includes 65% design and CEQA if retrofits are required. Phase: Studies being performed	Budget increase request sent to Cal OES in April 2025 - no response received to date. The Period of Performance (POP) of the grant ends on 8/28/2026 Time extension request sent to Cal OES to modify the grant POP date to 4/14/2028. No response received to date. Because no responses have been received, District staff will be recommending that this project get withdrawn from the grant. <u>Project status:</u> Project being closed out and deliverables finalized due to District withdrawal from grant. <u>Progress over the last month:</u> Final deliverables submitted. <u>Highlights / milestones / challenges:</u>	<u>HMGP Advance Assistance Grant (Current)</u> Cal OES / FEMA (75% Share): \$1,532,963 HBMWD (25% Match): \$510,988 Total Current Project Budget: \$2,043,950 <u>HMGP Adv. Assist. Grant Total Request (Response Pending)</u> Cal OES / FEMA (75% Requested Share): \$3,482,963 HBMWD (25% Proposed Match): \$1,160,988 HBMWD (100% Self-Fund): \$91,374 Total Requested Project Budget: \$4,735,325	<u>Consulting (GEI)</u> Original Contract Amount: \$2,945,139 Amendments to Date: \$152,197 Amendments Percent Increase/Decrease: 5% Current Contract Amount: \$3,097,336 Total Invoiced to Date (pending): \$748,592 Percent Invoiced to Date: 24% Anticipated Contract Amount (if SOW revision approved): \$4,730,407	Contract Award Date: 5/29/2025 Original Contract Completion: 12/31/2027 Extended Calendar Days: 0 Current Contract Completion: 12/31/2027 Estimated Completion: 11/18/2027 Percent Schedule Elapsed: 49% Grant SOW Completion: 5/30/2026 Grant Period of Performance: 8/28/2026
Matthews Dam Part 12D Comprehensive Assessment FERC requirement to evaluate Matthews Dam's current integrity and long-term safety Phase: Studies being performed	Continued risk assessment and development of Comprehensive Assessment Report (CAR).	HBMWD FY 25/26 Budget (100%): \$504,865	Original Contract Amount: \$538,621 Amendments to Date: \$0 Amendments Percent Increase/Decrease: 0% Current Contract Amount: \$538,621 Did not receive update Total Invoiced to Date: \$249,146 Percent Invoiced to Date: 46%	Contract Award Date: 11/25/2024 Original Contract Completion: 1/31/2027 Extended Calendar Days: 0 Current Contract Completion: 1/31/2027 Estimated Completion: 1/31/2027 Percent Schedule Elapsed: 81%

¹This report summarizes the statuses of current contracts and may not correlate with current financial statements.

Active Large Contract Progress Report

Project Description	Progress / Status Update	Funding Source / Budget	Active Contracts and Financial Status ¹	Schedule Tracking
Turbidity Reduction Facility Generator DR4558-PJ0389 The existing 100 kW generator at the TRF only powers the chemical pumps. The project includes installation of a new 750 kW geneerator to power backwash pumps and other critical components. Phase: Construction	<u>Project status:</u> The contractor has been authorized to start scheduling changes to the project per CC#5 and CC#6, which revised the completion date to 12/31/26. Waiting for all parties to confirm scheduling for equipment installation and testing. Functional testing tentatively scheduled for 11/16/26 - 11/20/26. <u>Progress over the last month:</u> PACE worked with the District to review Wahlund's two most recent changes orders and amended the contract price and dates to accommodate these changes. PACE also visited the site 8/27/2026 to perform a punch list site visit since the work associated with CC#5 will have minor impacts to the physical construction of the project. PACE is working on compiling a punch list to provide to the District so that the contractor can address any items in advance of Functional Acceptance Testing. <u>Highlights / milestones / challenges:</u> CC#5 and CC#6 getting approved have amended the contract dates and scope to allow for better operation of ATS-1.	<u>HMGP Phase Two Grant (Current)</u> Cal OES / FEMA (75% Share): \$1,303,876 HBMWD (25% Match): \$434,625 Total Phase Two Project Budget: \$1,738,501 <u>HBMWD Match Budget</u> HBMWD (25% Match): \$434,625 Contingency: \$162,254 Total HBMWD Match Budget: \$596,879	<u>Construction (Wahlund)</u> Original Contract Amount: \$1,193,600 Change Orders to Date: \$36,962 Change Order Percent Increase/Decrease: 3% Current Contract Amount: \$1,230,562 Total Invoiced to Date: \$1,109,850 Percent Invoiced to Date: 93% <u>Engineering and Construction Management (PACE)</u> Original Contract Amount: \$432,000 Amendments to Date: \$0 Amendments Percent Increase/Decrease: 0% Current Contract Amount: \$432,000 Total Invoiced to Date: \$234,590 Percent Invoiced to Date: 54% Total Current Phase Two Contract Amount: \$1,662,562	Notice of Award: 3/14/2025 Notice to Proceed: 4/11/2025 Original Contract Calendar Days: 361 Original Contract Completion: 4/7/2026 Extended Calendar Days: 268 Current Contract Completion: 12/31/2026 Estimated Completion: 12/31/2026 Percent Schedule Elapsed: 81% Grant SOW Completion: 2/10/2027 Grant Period of Performance: 7/10/2027
Reservoirs Seismic Retrofit DR4344-PJ0040 Seismic retrofit of the District's three tanks to meet current California Building Code seismic requirements. Phase: Construction	Project complete. Filed Notice of Completion on August 6. Processing final change order, with final payment expected to be issued by September 11 (provided signed waivers are received).	<u>HMGP Phase Two Grant (Current)</u> Cal OES / FEMA (75% share up to \$4,058,768): \$4,058,768 HBMWD (25% Match + Remainder): \$3,529,741 Total Current Phase Two Project Budget: \$7,588,509 <u>HMGP Phase Two Grant Total Request (Response Pending)</u> Cal OES / FEMA (75% Requested Share): \$5,187,864 HBMWD (25% Match + Remainder): \$2,400,645 Total Requested Phase Two Project Budget: \$7,588,509 <u>HBMWD Match Budget</u> HBMWD Match Requirement: \$3,529,741 Contingency: \$ (1,017,037) Total HBMWD Match Budget: \$2,512,704	<u>Samoa Construction (Paso Robles Tank)</u> Original Contract Amount: \$2,357,200 Change Orders to Date: \$24,187 Change Order Percent Increase/Decrease: 1% Current Contract Amount: \$2,381,387 Total Invoiced to Date: \$2,381,387 Percent Invoiced to Date: 100% <u>Korblex Construction (Paso Robles Tank)</u> Original Contract Amount: \$3,992,008 Change Orders to Date: \$128,634 Change Order Percent Increase/Decrease: 3% Current Contract Amount: \$4,120,642 Total Invoiced to Date: \$4,285,910 Percent Invoiced to Date: 104% <u>Construction Management (Albat)</u> Original Contract Amount: \$336,642 Amendments to Date: \$347,920 Amendments Percent Increase/Decrease: 103% Current Contract Amount: \$684,562 Total Invoiced to Date: \$682,335 Percent Invoiced to Date: 100% <u>Design and Engineering Services during Construction (GHD)</u> Original Contract Amount: \$263,148 Amendments to Date: \$0 Amendments Percent Increase/Decrease: 0% Current Contract Amount: \$263,148 Total Invoiced to Date: \$255,975 Percent Invoiced to Date: 97% Total Current Phase Two Contract Amount: \$7,449,739	<u>Samoa Construction</u> Notice of Award: July 2024 Notice to Proceed: 8/13/2024 Original Contract Calendar Days: 280 Original Contract Completion: 5/20/2025 Extended Calendar Days: 133 Current Contract Completion: 9/30/2025 Estimated Completion: 1/27/2027 Percent Schedule Elapsed: 182% <u>Korblex Construction</u> Notice of Award: July 2024 Notice to Proceed: 8/13/2024 Original Contract Calendar Days: 310 Original Contract Completion: 6/19/2025 Extended Calendar Days: 351 Current Contract Completion: 6/5/2026 Estimated Completion: Completed Percent Schedule Elapsed: 113% <u>Grant Deadlines</u> Grant SOW Completion: 7/2/2026 Grant Period of Performance: 9/30/2026

¹This report summarizes the statuses of current contracts and may not correlate with current financial statements.



NO ATTACHMENT FOR THIS ITEM

- General Manager Evaluation Committee met 8/26.

Directors Report

ACWA-ACWA/JPIA