

Contract Documents

Woodley Island Marina 2023 Maintenance Dredging Humboldt Bay, California

Including:

Notice to Contractors,
Proposal and Agreement,
General and Special Provisions

Bid Opening:

2:00 p.m., June 30, 2023
Humboldt Bay Harbor, Recreation & Conservation District
601 Startare Drive Eureka, CA 95501

Required Pre-Bid Meeting:

2:00 p.m., June 15, 2023
Humboldt Bay Harbor, Recreation & Conservation District
601 Startare Drive
Eureka, CA 95501

Humboldt Bay Harbor, Recreation and Conservation District
601 Startare Drive
Eureka, CA 95501

May 30, 2023

Approved:



Chris Mikkelsen
Deputy Executive Director



WOODLEY ISLAND MARINA – 2023 MAINTENANCE DREDGING
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NOTICE TO CONTRACTORS

Sealed proposals will be received by the Humboldt Bay Harbor, Recreation & Conservation District (DISTRICT), 601 Startare Drive, Eureka, CA 95501, until **2:00 p.m. on Friday, the 30th day of June 2023**, at which time they will be publicly opened and read, for performing work in accordance with the Plans and Specifications, therefore, as follows:

Woodley Island Marina – 2023 Maintenance Dredging

There will be a pre-bid meeting at the DISTRICT office located at 601 Startare Drive, Eureka, CA 95501, on **Thursday, June 15, 2023, at 2:00 p.m.** Attendance is mandatory. A site inspection will be held following the pre-bid meeting.

Bids are required for the entire work as described herein.:

General Scope of Work: The work consists of maintenance dredging of Woodley Island Marina (WIM) and dredged material disposal. Work includes regulatory submittals, dredging activities, and reporting. Regulatory submittals include the production of a Dredge Operations Plan (DOP) and reporting requirements. Dredging activities include using bucket excavator, or crane with closed clam shell, to remove sediment from WIM for final placement. Dredging will remove between 64,753 and 78,826 cubic yards (cy) of material from WIM as shown in the plan set (Appendix A –Plan Set). Final dredged material placement is assumed to occur at the Humboldt Open Ocean Disposal Site (HOODS). Alternative final placement, if the option becomes available, will be by dewatering dredged material at Redwood Marine Terminal II (RMTII). Dewatering at RMTII will require regulatory approval of a permitted dredge material beneficial reuse site. The Work of this Contract may include work covered by lump sum and unit prices.

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the DISTRICT does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work in accordance with the General Provisions, or to omit portions of the work, as may be deemed necessary or expedient.

Plans and Contract Documents, including this Notice to Contractors, Proposal Forms for bidding this project and Agreement can be reviewed at the DISTRICT, 601 Startare Drive, Eureka, CA 95501; Telephone No. 707-443-0801. The aforementioned documents, as stated above, may also be reviewed at the DISTRICT website <humboldtby.org> or at the Humboldt Builders' Exchange in Northern California and the Daily Journal of Commerce in Oregon. This Notification to contractors is for work at WIM. Please be aware that additional dredging within Humboldt Bay is planned by "others" during the 2023 operations window including at the Chevron Terminal in Eureka and the Coast Guard Station in Samoa.

No bid will be considered unless it is made on the blank Bid Proposal forms included in this volume (page C-8 through C-14) and accompanied by a Proposal Guaranty. Bidders shall remove or copy the Bid Proposal form and submit the completed Bid Proposal forms as part of the bid proposal package. A Proposal Guaranty shall take the form of cash, bid bond, certified check, or cashier's check made payable to the Humboldt Bay Harbor, Recreation & Conservation District, in an amount equal to ten percent (10%) of the bid amount.

Each bidder and subcontractor must be licensed as required by law, and each is required to obtain a Business License from the agency having jurisdiction over the area where the work is to be performed, and to submit a copy of the license to the DISTRICT prior to performing any work on the project.

All Contractors shall possess appropriate Contractor's Licenses for their trade at the time the contract is awarded.

Each Bid Proposal, along with any required supporting bid materials shall be submitted in a sealed envelope bearing the title of the work - **Woodley Island Marina – 2023 Maintenance Dredging** - and the name of the bidder.

The DISTRICT reserves the right to reject any or all bids.

This is a prevailing wage contract.

The minimum wage rate to be paid under this contract shall be the current prevailing wage for each classification as determined by the Director of the California Department of Industrial Relations, pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1.

Copies of the current prevailing wage rates are available on the internet at the following URL:

<http://www.dir.ca.gov/DLSR/PWD/>

Out of State bidders shall note that, in accordance with California Revenue and Taxation Code (RT&C) Section 18662 and the related regulations requiring withholding of income or franchise tax on certain payments made to nonresidents of California for personal services performed in California, the Humboldt Bay Harbor, Recreation and Conservation District is required to withhold and send to the State seven percent (0.07) of all payments exceeding \$1,500. These provisions apply to payments for this project.

Dated: May 30, 2023



Chris Mikkelsen
Deputy Executive Director

PROPOSAL REQUIREMENTS AND CONDITIONS

1. Bid Proposal Forms

All bid proposals shall be made upon the blank Bid Proposal forms included in this volume, which shall be copied or detached and submitted as part of the bid proposal package.

Please note that additional materials may be required to be submitted for a complete bid proposal package. Bidders are directed to read the contract provisions thoroughly to understand any additional funding agency or other project or bid requirements. Proposals submitted on forms other than those included in this volume will be disregarded. All proposals must give the proposed unit prices, both in writing and in figures, and shall contain original signatures in ink by the bidder, with bidder's address. Where required on the bid form, bidders must quote on all items, and they are hereby warned that failure to do so may disqualify the bid. When quotations on all items are not required, bidders shall insert the words "No Bid" in the space provided for any item on which no quotation is made. If the proposal is made by an individual, that individual's name and Post Office address shall be shown; if made by a firm or partnership, the name and Post Office address of each member of the firm or partnership shall be shown; or if made by a corporation, the proposal shall show the name of the State under the laws of which the corporation was chartered and the names, titles, and business addresses of the President, Secretary, and Treasurer.

Bids shall be delivered to the Humboldt Bay Harbor, Recreation and Conservation District (DISTRICT), on or before the day and hour set for the opening of bids in the advertised "Notice to Contractors." The bids shall be submitted in a sealed envelope and shall bear the title of the work and the name of the bidder. It is the sole responsibility of the bidder to see that their bid is received by the proper time. All bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

2. Approximate Estimate

The quantities given in the proposal and contract forms are approximate only, being given as a basis for any comparison of bids, and the Board of Commissioners does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work in accordance with the General Provisions, or to omit portions of the work, as may be deemed necessary or expedient.

3. Examination of Plans, Specifications, Special Provisions, and Site of the Work

The bidder shall carefully examine the site of the work contemplated and the proposal, plans, specifications, and contract forms therefor. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered regarding character, quality, and quantities of work to be performed and the materials to be furnished and as to the requirements of these Specifications, Special Provisions, and the Contract. It is mutually agreed that submission of a proposal shall be considered "prima facie" evidence that the bidder has made such examination.

4. Proposal Guaranty

Each proposal shall be accompanied by one of the following forms of bidder's security: cash, certified cashier's check, or a bidder's bond executed by an admitted surety insurer, made payable to the DISTRICT for an amount equal to at least ten percent (10%) of the total bid amount. No bid will be considered unless such cash, certified cashier's check, or bidder's bond is enclosed therewith. The bidder's security shall be attached to page C - 12 of the Bid Proposal.

5. Designation of Subcontractors

All subcontractors doing work in excess of one-half of one percent (0.50%) of the total bid amount shall be designated on page C - 9 of the Bid Proposal.

6. Rejection of Proposals

Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. The DISTRICT reserves the right to reject any and/or all proposals.

7. Withdrawal of Proposals

Any bid may be withdrawn at any time prior to the hour fixed in the Notice to Contractors for the opening of bids provided that a request in writing, executed by the bidder or his duly authorized representative, for the withdrawal of such bid is filed with the DISTRICT. The withdrawal of a bid will not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the advertised "Notice to Contractors," a bid will not be received after that time, nor may a bid be withdrawn after the time fixed in such notice.

8. Disqualification of Bidders

More than one proposal from an individual, firm, partnership, or corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among bidders, none of the participants in such collusion will be considered in future proposals. Proposals in which the prices obviously are unbalanced may be rejected.

9. Competency of Bidders

Bidders must be capable of performing the various items of work bid upon. If requested, the lowest bidder shall furnish, prior to the award of the contract, a satisfactory statement of their financial responsibility, technical ability, project references, and experience. The DISTRICT reserves the right to disqualify bidders who do not exhibit proof of competency, or whose performance on past projects has not been satisfactory.

10. Materials Guaranty

Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any and all materials to be used in the construction of the work, together with samples, which may be subjected to tests provided for in these Specifications, to determine the quality and fitness of said materials for the work.

11. Addenda

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Plans and Specifications or other proposed Contract Documents or finds discrepancies in or omissions from the drawings or Specifications, they may submit to the DISTRICT a written request for an interpretation or correction thereof. The person submitting the request shall deliver said request at least ten (10) days prior to the bid opening date. Any interpretation or correction of the proposed documents will be made only by an Addendum duly issued; and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Board of Commissioners will not be responsible for any other explanations or interpretations of the proposed documents.

12. Waste Reduction and Recycling Program

The California legislation AB 939 (1989 CA Integrated Waste Management Act) requires all cities and counties in California to divert 50% of their waste streams away from landfills through recycling, reuse, and reduction programs. The DISTRICT strongly recommends that applicable construction/demolition debris be diverted out of landfills whenever possible. To help facilitate the tracking of material diverted out of landfills for this project, a "MATERIAL RECYCLING INFORMATION FORM" is included in this contract on page C -10, which the Bidder shall fill out and submit as part of these bid documents.

AWARD AND EXECUTION OF CONTRACT

1. Award of Contract

The Humboldt Bay Harbor, Recreation and Conservation District (DISTRICT), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 C.F.R., Part 8), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, or national origin.

The DISTRICT Board of Commissioners, however, reserves the right to reject any or all bids and to waive any informality or irregularity in bids received. The Board of Commissioners also reserves the right to reject the bid of any bidder who has previously failed to perform properly or did not complete on time contracts with the DISTRICT of a nature similar to this project.

Such award, if made, will be made within fifteen (15) days after the opening of the proposals, and a Notice of Award will be sent to the successful bidder. All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

For Woodley Island Marina 2023 Maintenance Dredging, the base bid includes items 1, 2 and 3 as listed on the Bid Schedule (page C-13). The award of the contract, if it is awarded, will be to the bidder that will conduct the base bid items (pre-dredge surveys, post-dredge surveys, mobilization and demobilization, dredging and disposal) for the lowest total cost, and whose proposal complies with all prescribed requirements.

2. Contract Bonds

See "Item 6: Bonds and Surety Qualifications" of the Contract Agreement on page C-16.

3. Execution and Return of Contract Agreement Package

The following documents shall constitute the Contract Agreement Package:

- A. Contract Agreement
- B. Insurance Documentation (on forms acceptable to the DISTRICT)
- C. Performance Bond
- D. Labor and Material Bond

The Contract Agreement shall be executed, and the Contract Agreement Package shall be returned to the DISTRICT within ten (10) days (not including Sundays) after the bidder has received the Notice of Award.

The Contract Agreement will not be executed by the DISTRICT until the required insurance certificates and all endorsements, or other sufficient proof that the Contract insurance provisions

have been complied with, are submitted, approved, and filed with the DISTRICT. No proposal shall be considered binding upon the DISTRICT until the execution of the Contract Agreement by the DISTRICT.

4. Failure to Execute Contract Agreement or Provide Acceptable Bonds or Insurance

Failure to execute and submit the Contract Agreement within ten (10) days (not including Sundays) after the successful bidder has received the Notice of Award shall be just cause for the annulment of the award. Failure of the successful bidder to provide acceptable bonds or insurance documents within 14 days (not including Sundays) after the bidder has executed and returned the Contract Agreement Package to the District shall also be just cause for the annulment of the award. In the event the award is annulled, the bidder's Proposal Guaranty shall be forfeited to the DISTRICT.

If the successful bidder refuses or fails to execute the Contract Agreement, the Board of Commissioners may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the Contract Agreement, the Board of Commissioners may award the contract to the third lowest responsible bidder. On the failure or refusal of the second or third lowest responsible bidder to whom any such contract is so awarded to execute the Contract Agreement, the bidders' Proposal Guaranties shall be likewise forfeited to the DISTRICT, and the work may then be re-advertised or may be constructed by day labor, as the Board of Commissioners may decide.

5. Return of Proposal Guaranties

Within ten (10) calendar days after the award of the contract, the DISTRICT will return the Proposal Guaranties accompanying the bids that were not considered in making the award. All other Proposal Guaranties will be held until the contract has been executed, after which they will be returned to the respective bidders.

6. Insurance

See "Item 8: Insurance" of the Contract Agreement on page C-16.

(BID PROPOSAL)

BIDDER'S SECURITY

Woodley Island Marina – 2023 Maintenance Dredging

(Attach to this page)

(BID PROPOSAL)

DESIGNATION OF SUBCONTRACTORS

Woodley Island Marina – 2023 Maintenance Dredging

The Contractor must list all subcontractors doing work in excess of 0.50% of total bid amount. The undersigned certifies that he has used the sub-bids of the following listed subcontractors in making up his bid and that the subcontractors listed will be used for the work for which they bid, subject to the approval of the DISTRICT, and in accordance with applicable provisions of these Specifications and Plans.

Bid Item No.	Subcontractor	Address & Tel. No.	State License No.

Date

Address

Telephone Number

Bidder's Name

Authorized Signature

Type of Organization
(Individual, Partnership or Corporation)

State Contractor's Lic. No. & Exp. Date

(BID PROPOSAL)

MATERIAL RECYCLING INFORMATION FORM

Woodley Island Marina – 2023 Maintenance Dredging

(Note: Recycling information requested and listed on this page is being collected for internal audit use only. It will not be used in any way related to the award of the project.)

Bid Item No.	Description of item to be recycled	Estimated tonnage of item to be recycled	Name & address of recycling facility

Date

Address

Telephone Number

Bidder's Name

Authorized Signature

Type of Organization
(Individual, Partnership or Corporation)

State Contractor's Lic. No. & Exp. Date

(BID PROPOSAL)

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

Woodley Island Marina – 2023 Maintenance Dredging

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ (DATE),
at _____ (DISTRICT), _____ (STATE).

Bidder's Name

Authorized Signature

Address 1

Type of Organization
(Individual, Partnership or Corporation)

Address 2

State Contractor's Lic. No. & Exp. Date

(BID PROPOSAL)

PROPOSAL TO THE BOARD OF COMMISSIONERS
OF THE HUMBOLDT BAY HARBOR, RECREATION & CONSERVATION DISTRICT

FOR

Woodley Island Marina – 2023 Maintenance Dredging

To the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District:

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location(s) of the proposed work and the proposed form of the contract and the plans and specifications; and he agrees if this proposal is accepted, that he will contract with the Humboldt Bay Harbor, Recreation and Conservation District, in the form of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction and to do all the work and furnish all the materials specified in the contract in the manner and time prescribed and according to the requirements of the Engineer; that he will provide the bonds as required herein at the time he executes the contract; that he will provide proof of insurance as provided herein; that he will begin the work on the project within TEN (10) CALENDAR DAYS after receiving notice from the District to proceed and diligently prosecute the same to completion before the expiration of October 15 (unless extension is granted) from the date of commencement of the work; and that as provided for in the General Provisions, the liquidated damage shall be in the sum of **Two Hundred Fifty (\$250.00)** per day for each and every calendar day delay in finishing the work beyond the time described herein; and that he will take in full payment therefore the following unit or lump sum prices, as the case may be, to wit:

SEE BID SCHEDULE ON FOLLOWING PAGE

(BID PROPOSAL)

Bid Schedule Humboldt Bay Harbor, Recreation, and Conservation District Woodley Island Marina – 2023 Maintenance Dredging			
Bid Item No.	Quantity	Bid Item Description with Total Price Written in Words	Total Item Price
1.	N/A	Pre- and Post-Dredging Hydrographic Surveys (Base Bid) Pre-dredge and post-dredge surveys fixed at _____ Dollars.	\$ _____
2.	N/A	Mobilization and Demobilization (Base Bid) Mobilization and Demobilization fixed at _____ Dollars.	\$ _____
3.	64,753 Cubic Yards	Dredging and Disposal (Base Bid) Dredging and disposal of 64,753 cubic yards fixed at _____ Dollars. \$ _____ per cubic yard.	\$ _____
BASE BID TOTAL (Items 1+2+3)			\$ _____
4.	Up to 14,073 Cubic Yards	Dredging and Disposal (Alternate Bid Item) Dredging and disposal at _____ Dollars per cubic yard.	\$ _____

TOTAL BASE BID AMOUNT IN NUMBERS: \$ _____

TOTAL BASE BID AMOUNT IN WORDS:

TOTAL ALTERNATE BID AMOUNT IN NUMBERS:

\$ _____

TOTAL ALTERNATE BID ITEM AMOUNT IN WORDS:

Stand-by time at \$ _____ per hour.

- ❖ **A contract will be awarded to the Bidder with the Lowest Base Bid. At the District's discretion, the Alternate Bid or a portion of the Alternate Bid may also be awarded to the Bidder that is awarded the Base Bid.**

It is further understood and agreed that:

- A. In case of a discrepancy between words and figures, the words shall prevail, and in case of a discrepancy between unit prices and totals, the unit price shall prevail.
- B. The DISTRICT reserves the right to eliminate any section of this proposal from the contract without claim of the Contractor for profits lost.
- C. No verbal agreement or conversation with any officer, agent, or employee of the DISTRICT, either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations of this proposal.
- D. The DISTRICT will not be responsible for any errors or omissions on the part of the undersigned in making up their bid, nor will the bidder be released on account of errors.
- E. The undersigned bidder is properly licensed in accordance with the State of California Contractors' State License Law providing for the registration of Contractors.
- F. If the proposal is accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Board of Commissioners, within EIGHT (8) CALENDAR DAYS (not including Sundays) after the bidder has received the Notice of Award, the District may, at its option, determine that the bidder has abandoned the contract, and thereafter this proposal and the acceptance thereof shall be null and void.
- G. The undersigned bidder certifies that he has confirmed that the proposed form of contract and the Plans and Specifications are complete.

Date

Bidder's Name

Address

Authorized Signature

Type of Organization
(Individual, Partnership or Corporation)

Telephone Number

State Contractor's Lic. No. & Exp. Date

THE ABOVE SIGNED ACKNOWLEDGES THAT THESE REPRESENTATIONS ARE MADE
UNDER PENALTY OF PERJURY.

Purchase Order # _____

CONTRACT AGREEMENT

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

WOODLEY ISLAND MARINA – 2023 MAINTENANCE DREDGING

This Contract is made and entered into this _____ () day of _____ 2023, by and between the Humboldt Bay Harbor, Recreation, and Conservation District, a California public entity (“DISTRICT”), and _____ as (“CONTRACTOR”).

The parties agree as follows:

1. Scope of Services: CONTRACTOR agrees to complete all work as specified in the Technical Specifications, attached hereto and incorporated herein (“Work”). All work shall be completed in accordance with the Contract Documents.
2. Contract Documents Include: The contract documents include this Contract, all Plans and Specifications, including the Greenbook (BNI Publications, Inc., 2018 edition available online), the Notice Inviting Proposals, the Certificates of Insurance, Workers’ Compensation Certificate, and Bonds (if any) (“Contract Documents”). All of the provisions of the Contract Documents are hereby incorporated in and made a part of this Contract as if fully set forth herein.
3. Compensation: The DISTRICT shall pay CONTRACTOR for the price set forth by him/her in the accepted Bid. The total compensation to be paid will be computed on the basis of the quantity of work actually performed in accordance with the Contract Documents and paid for at the stipulated contract unit or lump sum prices, as the case may be. Total compensation shall not exceed the Base Bid total and any amount of the Option Bid that the DISTRICT awards.
4. Payment: CONTRACTOR shall submit monthly invoices for completed tasks as outlined in the submitted Bid Schedule. All invoices must include the Purchase Order Number that will be issued with the award of contract. Invoices received without reference to correct Purchase Order Number will be returned to CONTRACTOR without processing. The DISTRICT agrees to pay invoices within 90 days upon receipt of invoice less 10% until approval and acceptance of completed project. The final invoice will be paid within 90 days from the DISTRICT’s acceptance and approval of completed project. All payments are subject to final audit upon completion of services or other termination of this Contract.
5. Commencement of Work, Time for Completion: No work shall be performed or furnished under this Contract until the DISTRICT has delivered a signed Contract and Notice to Proceed to the CONTRACTOR. The CONTRACTOR shall complete the Work by October 15th of the contract year, *(the “Completion Date”)*. An extension to the Completion Date may be allowed in accordance with Section 34, Uncontrollable Circumstances. However, extension would need to be approved by regulatory agencies in addition to the DISTRICT. The CONTRACTOR shall at all times employ such force, plant, materials, and tools as will be sufficient, in the opinion of the DISTRICT Representative, to perform required activities at a pace sufficient to complete the Work by the Completion Date. If in the opinion of the DISTRICT Representative, the CONTRACTOR has failed or is failing to employ sufficient force, materials, and tools, or, to maintain

adequate progress, the DISTRICT Representative may, at no additional cost to the DISTRICT, require the CONTRACTOR to increase progress of work. The CONTRACTOR shall implement action required to increase progress and report the action or actions to be taken to the DISTRICT Representative within two workdays following the DISTRICT Representative's order to increase progress.

6. Bonds and Surety Qualifications: If indicated below, the successful CONTRACTOR shall, within 15 days of contract award and before execution of the contract, furnish a Bond for Faithful Performance and/or a Payment Bond (also called Labor and Materials Bond) on forms provided by the DISTRICT, each in the amount of 100 percent of the contract price. The Bond for Faithful Performance shall remain in effect during the performance of the work, and for 365 days after recordation of a Notice of Completion, or if a Notice of Completion is not recorded by the DISTRICT, within thirty days of completion of the Work. The Payment Bond shall remain in effect until recordation of the Notice of Completion, or if a Notice of Completion is not recorded by the DISTRICT, for 60 days after completion of the Work. All Bonds shall be furnished by the CONTRACTOR at its own cost and expense. All bonds shall be executed by such sureties as are admitted to transact surety insurance in the State of California. Should an objection as to the sufficiency of an admitted surety on a bond be made, California Code of Civil Procedure Section 995.660 shall apply.

Performance Bond Required: ☒ Payment Bond Required: ☒ [check only if required]

7. Independent Contractor: Parties intend that the successful CONTRACTOR, in performing Work, shall act as an independent contractor and shall have control of his work and the manner in which it is performed. CONTRACTOR shall be free to contract for similar services to be performed for others while under contract with DISTRICT, provided no conflict of interest is created. CONTRACTOR is not to be considered an agent or employee of the DISTRICT.
8. Insurance: All Work shall be performed entirely at the CONTRACTOR's risk. Prior to the beginning of and throughout the duration of the Work, CONTRACTOR shall procure and maintain for the duration of the contract, and for a minimum of five (5) years after completion of all Work, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors. All insurance carriers shall be admitted in the state of California and have an A.M. Best's rating of A- or better and minimum financial size VII. Coverage shall be at least as broad as the following minimum limits:
- (a) *Commercial General Liability*: Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence for all covered losses. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit. Additional insured coverage for the DISTRICT shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.

- (b) *Automobile Insurance*: ISO Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident for bodily injury and property damage. If CONTRACTOR or CONTRACTOR's employees will use personal autos on this project, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.
- (c) *Workers Compensation Insurance*: covering all employees and volunteers as required by the State of California on a state-approved policy form, and Employer's Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- (d) *Excess or Umbrella Liability Insurance (Over Primary)*: if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverage. Such policy or policies shall include a drop-down provision providing coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. Such insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the DISTRICT before the DISTRICT's insurance or self-insurance shall be called upon to protect it as a named insured. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to DISTRICT for injury to employees of CONTRACTOR, sub-CONTRACTORS or others involved in performing Work under this Contract. The scope of coverage provided is subject to approval of DISTRICT following receipt of proof of insurance as required herein.
- (e) *General Conditions Pertaining to Insurance*:
- (1) CONTRACTOR shall have its insurer endorse the third party general liability coverage to include as additional insureds the DISTRICT, its officials, employees, volunteers and agents, using standard ISO endorsement CG 20 10. The additional insured coverage under CONTRACTOR's policy shall be provided on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the DISTRICT. CONTRACTOR's policy shall not seek contribution from the DISTRICT's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.
 - (2) It is a requirement under this Contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage and/or limits required in this Section 8 shall be available to the DISTRICT as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
 - (3) All self-insured retentions (SIR) must be disclosed to the DISTRICT for approval and shall not reduce the limits of liability. Policies containing any SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the DISTRICT.

- (4) The DISTRICT reserves the right to obtain a full certified copy of any insurance policy and any endorsement. Failure to exercise this right shall not constitute a waiver of the DISTRICT's right.
 - (5) Certificates shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to the DISTRICT.
 - (6) CONTRACTOR agrees to waive subrogation rights against the DISTRICT regardless of the applicability of any insurance proceeds, and to require that all subcontractors and sub-subcontractors do likewise.
 - (7) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all required coverages and an additional insured endorsement to CONTRACTOR's general liability policy, shall be delivered to the DISTRICT at or prior to the execution of the Contract.
 - (8) All coverage types and limits required are subject to approval, modification and additional requirements by the DISTRICT, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the DISTRICT's protection without the DISTRICT's prior written consent.
 - (9) The DISTRICT reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving the CONTRACTOR ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the DISTRICT will negotiate additional compensation proportional to the increased benefit to the DISTRICT.
 - (10) In the event CONTRACTOR fails to obtain or maintain completed operations coverage as required by this Contract, the DISTRICT at its sole discretion may purchase the coverage required and the cost will be paid by CONTRACTOR.
- (f) Maritime
- CONTRACTOR shall provide and maintain insurance under the United States Longshore and Harbor Workers' Compensation Act if the work covered by the Contract Agreement includes activities subject to that Act (work whole or in part upon the navigable waters of the United States, including any adjoining pier, wharf, dry dock, terminal, building way, marine railway, or adjoining areas) throughout the duration of the Contract Agreement.

CONTRACTOR shall provide and maintain insurance under the Jones Act in the event that the work covered by the Contract Agreement includes activities covered by the Jones Act (including, but not limited to, work from ships, vessels, barges, or dredges) throughout the duration of the Contract Agreement. It is understood that the coverage may not specifically be named United States Longshore and Harbor Workers' Compensation Act insurance and/ or Jones Act Insurance. In order to insure compliance, CONTRACTOR shall supply documentation from the insurance carrier that the coverage is in compliance with the United States Longshore and Harbor Workers' Compensation Act

and Jones Act.

9. Indemnity:

- (a) To the fullest extent allowed by law, CONTRACTOR shall indemnify, defend and hold harmless the DISTRICT and its officers, officials, employees, and volunteers through legal counsel reasonably acceptable to the DISTRICT, from and against any and all claims, damages and expenses, including attorney fees and costs of litigation, caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the DISTRICT.
- (b) CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her/its sole expense and agrees to bear all other costs and expenses related thereto.
- (c) CONTRACTOR's responsibility for defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law.
- (d) The defense and indemnification obligations of the Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract.

10. Subcontracting:

- (a) CONTRACTOR shall comply with the Subletting and Subcontracting Fair Practices Act of Public Contracts Code Sections 4100 et seq.
- (b) CONTRACTOR shall submit to the DISTRICT the following information as part of its bid proposal:
 - (1) The name and location of the place of business of each subcontractor performing work, labor or rendering construction services and each subcontractor licensed by the State of California specially fabricating and installing improvements according to detailed drawings or the plans and specifications, in an amount in excess of one-half of one percent of the CONTRACTOR's total bid.
 - (2) The portion of the Work to be done by each subcontractor.
- (c) CONTRACTOR shall list only one subcontractor for each portion of the Work identified in the bid.
- (d) CONTRACTOR shall include in all subcontracts and require of all subcontractors all insurance and indemnity requirements and provisions of the Contract that are applicable to any subcontractor's scope of work. Subcontractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law.
- (e) Each subcontractor shall be obligated to CONTRACTOR and the DISTRICT in the same manner and to the same extent as CONTRACTOR is obligated to the DISTRICT under the Contract Documents. If hiring a sub-subcontractor to perform any Work, the subcontractor shall include in the sub-

subcontract all provisions of the Contract Documents including all insurance and indemnity provisions that are applicable to said sub-subcontractor's scope of work.

- (f) CONTRACTOR shall furnish a copy of the Contract insurance and indemnity provisions to any subcontractor upon request. Upon request from the DISTRICT, CONTRACTOR shall provide insurance certificates and endorsements of its subcontractors.

11. Registration with Department of Industrial Relations: CONTRACTOR and all subcontractors shall be currently registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

12. Prevailing Wages: This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A determination of the general prevailing rates of per diem wages and holiday and overtime work where the work is to be performed is available for review upon request at DISTRICT's Main office, 601 Startare Drive Eureka Ca 95501. CONTRACTOR and subcontractors will not pay less than the prevailing rates of wages. CONTRACTOR will post one copy of the prevailing rates of wages at the job site. The statutory provisions for penalties for failure to comply with state's wage and hour laws will be enforced (Labor Code § 1813). CONTRACTOR shall forfeit as penalty to the DISTRICT the sum of up to two hundred dollars (\$200.00) for each calendar day or portion thereof, and for each worker paid less than the prevailing rates under the contract.

13. Payroll Records:

- (a) Pursuant to California Labor Code Section 1776, CONTRACTOR and each subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.

- (2) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public work project.

- (b) The payroll records enumerated under paragraph (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

- (2) A certified copy of all payroll records enumerated on paragraph (a) shall be made available for inspection or furnished upon request to the DISTRICT, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

- (3) A certified copy of all payroll records enumerated in paragraph (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the DISTRICT, the Division of Apprenticeship Standards, or the Division

of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (b)(2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the CONTRACTOR, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the CONTRACTOR.

- (c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as provided by the division.
 - (d) The CONTRACTOR or subcontractor shall file a certified copy of the records enumerated in paragraph (a) with the entity that requested the records within ten days after receipt of a written request.
 - (e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the DISTRICT, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR awarded the contract or the subcontractor performing the contract shall not be marked or obliterated.
 - (f) Agencies included in the Joint Enforcement Strike Force on the Underground Economy and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. The CONTRACTOR shall not be liable for damages due to good faith compliance with this subdivision.
 - (g) CONTRACTOR shall inform the DISTRICT of the location of the records enumerated under paragraph (a), including the street address, DISTRICT and county, and shall, within five working days, provide a notice of change of location and address.
 - (h) The CONTRACTOR or subcontractor shall have ten days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (a). In the event that the CONTRACTOR or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the DISTRICT, forfeit \$100 for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. CONTRACTOR is not subject to a penalty assessment pursuant to this section due to a failure of a subcontractor to comply with this section.
 - (i) The CONTRACTOR and each subcontractor shall furnish all personnel records specified in Labor Code section 1776, as described in this section 13, directly to the Labor Commissioner at least monthly, or more frequently if specified in this contract, and in a format prescribed by the Labor Commissioner.
14. Audit of Records: CONTRACTOR shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the DISTRICT or establishing the basis for an invoice, for a minimum of four years from the date of final payment to CONTRACTOR. All such records shall be clearly

identifiable. CONTRACTOR shall allow DISTRICT representatives to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.

15. Hours of Work:

- (a) Eight hours labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times the basic rate of pay for work in excess of eight hours during a calendar day or 40 hours during a calendar week of the foregoing hours.
- (b) CONTRACTOR shall keep and make available an accurate record showing the name each worker and hours worked each day and each week by each worker.
- (c) As a penalty, CONTRACTOR shall forfeit twenty-five dollars (\$25.00) for each worker, including subcontractors' workers, for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of Labor Code Sections 1810 through 1815.

16. Document Submission and Title to Documents: All documents, reports, plans, specifications, maps, estimates, manuscripts, drawings, descriptions and other final work products compiled under this Contract must be submitted electronically in MS Word and PDF formats and in hard copy format. Additionally, upon payment of fees and expenses due, title to all such documents shall be vested in the DISTRICT.

17. Materials and Equipment:

- (a) Unless otherwise specified, shown, or permitted by the DISTRICT, materials and equipment incorporated in the Work shall be new. The DISTRICT may request the CONTRACTOR to furnish manufacturer's certificates to this effect.
- (b) The CONTRACTOR must furnish adequate equipment and facilities to properly perform the Work in a workmanlike manner in accordance with specifications set forth in this Contract. Such equipment and facilities must be in a good state of repair and maintained in such state during the progress of the Work and shall meet requirements of applicable ordinances and laws. No worn or obsolete equipment shall be used, and in no case shall the manufacturer's rating for equipment be exceeded.
- (c) Materials furnished and Work performed shall be subject to inspection and testing by DISTRICT's authorized agents at DISTRICT's expense. If such inspection and testing reveals non-compliance with the requirements of this contract, the CONTRACTOR shall bear the cost of necessary corrective measures and the cost of subsequent inspecting and testing.
- (d) The inspection of the Work shall not relieve the CONTRACTOR of the obligations under the contract. Even though equipment, materials, or Work required under the Contract have been inspected, accepted, and estimated for payment, the CONTRACTOR shall replace or repair such equipment, materials, or Work found to be defective or otherwise not to comply with the requirements of the contract up to the end of the maintenance and guarantee period.

- (e) Materials for use in the Work shall be stored by CONTRACTOR to prevent damage from exposure to the elements, admixture of foreign materials or from any other cause. CONTRACTOR is responsible for damage to or loss of materials by weather or other causes.
18. Permits and Licenses: Prior to execution of the Contract, CONTRACTOR shall obtain and maintain throughout the contract period a valid business license. CONTRACTOR shall apply for and procure permits and licenses necessary for the Work. CONTRACTOR shall give notices necessary and incidental to the due and lawful prosecution of the Work and shall comply duly with the terms and conditions of permits and licenses. CONTRACTOR shall pay charges and fees in connection with permits and licenses.
19. Contractor Qualifications and Standard of Work: CONTRACTOR warrants that it is fully qualified to perform the Work, and holds all applicable licenses, permits, and other necessary qualifications. CONTRACTOR shall perform and complete in a good and workmanlike manner all the Work described in the Contract Documents, to furnish at its cost and expense all tools, equipment, labor and materials necessary therefor, except such materials as are specifically stipulated in the Contract Documents to be furnished by DISTRICT, and to do everything required by this Contract and other contract documents. CONTRACTOR shall possess a valid Class C-12 and/or "A" (contractor license), or the appropriate special California contractor's license at the time of bid submission and for the duration of the Contract. CONTRACTOR shall be responsible for complying with all applicable local, state, and federal laws and regulations whether or not expressly stated or referred to herein. Only competent workers shall be employed on the Work. Workers who are incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fail to perform Work properly and acceptably, shall be immediately removed from the Work by the CONTRACTOR and not re-employed.
20. Apprentices: CONTRACTOR shall comply with the Labor Code concerning the employment of apprentices.
21. Supervision of Work by Contractor: Before starting the Work, CONTRACTOR shall designate, in writing, a representative having authority to act for CONTRACTOR, and may designate an alternate representative. The representative or alternate shall be present at the work site when Work is in progress. Orders or communications given to this representative shall be deemed delivered to the CONTRACTOR. In the absence of the CONTRACTOR or designated representative, directions or instructions may be given by the DISTRICT Representative to the superintendent or foreman having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the CONTRACTOR or the representative.
22. District Representative: The DISTRICT Representative, as designated by the DISTRICT Executive Director for the DISTRICT ("DISTRICT Representative"), shall decide questions about the quality of materials furnished and Work performed, manner of performance, rate of progress of the Work, interpretation of the plans and specifications, and the fulfillment of the Contract by the CONTRACTOR.
23. Inspection:
- (a) The DISTRICT Representative shall have access to the Work during construction and shall be furnished with reasonable facility for gaining knowledge of the progress, workmanship and character of materials used and employed in the work.

- (b) When the CONTRACTOR varies the period during which Work is carried on each day, CONTRACTOR shall give notice to the DISTRICT Representative so proper inspection may be provided. Work done in the absence of the DISTRICT Representative is subject to rejection.
- (c) No materials shall be installed until approved by the DISTRICT Representative. Installations to be backfilled shall be inspected and approved by the DISTRICT Representative prior to backfilling. The CONTRACTOR shall give notice in advance of backfilling to the DISTRICT Representative so proper inspection may be provided.
- (d) The inspection of the Work shall not relieve the CONTRACTOR of obligations to fulfill the contract. Defective Work shall be made good, and unsuitable materials may be rejected notwithstanding the fact such defective Work and unsuitable materials have been previously overlooked by the DISTRICT Representative and accepted.

24. Removal of Defective and Unauthorized Work:

- (a) Rejected Work shall be removed and replaced by CONTRACTOR in an acceptable manner and no compensation will be allowed for such removal or replacement. Work done beyond the lines and grades shown on the plans or established by the DISTRICT Representative, or Work done without written authority will be considered as unauthorized and not be paid for. Such Work may be ordered removed at CONTRACTOR's expense.
- (b) Upon failure on the part of CONTRACTOR to comply promptly with an order of the DISTRICT Representative under this section, the DISTRICT Representative shall have authority to cause defective Work to be removed and replaced, and unauthorized Work to be removed, and to deduct the costs from monies due CONTRACTOR.

25. Errors Or Discrepancies Noted By Contractor:

- (a) If the CONTRACTOR finds discrepancy between the specifications and the drawings, and the physical conditions at the site of the Work or finds errors or omissions in the drawings or in any survey, CONTRACTOR shall promptly notify the DISTRICT in writing of such discrepancy, error or omission. If the CONTRACTOR observes drawings or specifications at variance with applicable law, ordinance, regulation, order or decree, CONTRACTOR shall promptly notify the DISTRICT in writing of such conflict.
- (b) On receipt of any such notice, the DISTRICT shall promptly investigate the circumstances and give appropriate instructions to the CONTRACTOR. Until such instructions are given, Work done by the CONTRACTOR, after CONTRACTOR's discovery of such error, discrepancy or conflict will be at CONTRACTOR's own risk and CONTRACTOR shall bear costs arising therefrom.

26. Cleanup: On completion of the Work, CONTRACTOR shall remove debris and surplus materials from the work site.

27. Guarantees: CONTRACTOR guarantees Work from defect in workmanship for the period of one year from the date of acceptance by the DISTRICT and shall repair and replace such Work, together with other displaced work, without expense to the DISTRICT, ordinary wear and tear, usual abuse or neglect excepted. DISTRICT may have the defects repaired and made good at the expense of the CONTRACTOR, if CONTRACTOR fails to comply with the above-mentioned conditions within a week after being notified in writing.
28. Safety: CONTRACTOR and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under the Contract Work Hours and Safety Standards Act, as set forth in Title 29, C.F.R. and by the California Division of Industrial Safety. CONTRACTOR shall take all precautions necessary for the safety and prevention of damage to property on/or adjacent to the work site, and for the safety of and prevention of injury to persons, including DISTRICT's employees, CONTRACTOR's employees, and third persons, on/or adjacent to the work site.
29. Termination: Contractor at Fault:
- (a) The DISTRICT shall have the right to terminate the CONTRACTOR for cause under any one or more of the following circumstances:
 - (1) CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, failure to adhere to the progress schedule as approved from time-to-time by the DISTRICT Representative, failure to adhere to the schedule of values as approved from time-to-time by the DISTRICT Representative);
 - (2) CONTRACTOR's disregard of applicable laws and regulations;
 - (3) CONTRACTOR's repeated disregard of the authority or orders of the DISTRICT Representative;
 - (4) CONTRACTOR's repeated or persistent default of any of the provisions of the Contract Documents;
 - (5) CONTRACTOR's material breach of any provision of the Contract Documents;
 - (6) CONTRACTOR's failure to perform Work for a period of five consecutive work days unless such failure is excused because of inclement weather or Uncontrollable Circumstance.
 - (b) If one or more of the grounds for termination exist, the DISTRICT, after giving the CONTRACTOR and the performance surety five days written notice, may at its sole discretion, without liability for trespass or conversion, take any of the following actions: terminate the service of the CONTRACTOR; exclude the CONTRACTOR from the site; take possession of the site and Work; take possession of all of CONTRACTOR's tools, appliances, construction equipment, and machinery at the site; take possession of all materials and component parts, equipment, or machinery stored at the site or for which the CONTRACTOR has paid but which are stored elsewhere; use the site, tools, appliances, construction equipment, machinery, parts, and materials to the full extent they could be used by CONTRACTOR; finish the Work as the DISTRICT may deem expedient; or make demand on the

performance bond surety to complete the Work. When the DISTRICT terminates CONTRACTOR's services under this Section, CONTRACTOR shall not be entitled to receive further payments until the Work is completed. If the unpaid balance of the Contract Price is greater than all claims, costs, losses, offsets and damages (including without limitation all fees and charges of engineers, architects, land surveyors, contractors and other providers of professional services) sustained by the DISTRICT arising out of or relating to completing the Work or exercising its rights under this Section, the excess will be paid to CONTRACTOR or the performance bond surety. If the unpaid balance of the Contract Price is less than all claims, costs, losses, offsets and damages (including without limitation all fees and charges of engineers, architects, land surveyors, contractors and other providers of professional services) sustained by the DISTRICT arising out of or relating to completing the Work or exercising its rights under this Section, CONTRACTOR will pay the difference to the DISTRICT. When exercising any rights or remedies under this Section, the DISTRICT shall not be required to obtain the lowest price for the Work performed.

- (c) The termination of CONTRACTOR's services under this paragraph will not affect any rights or remedies the DISTRICT may have against CONTRACTOR existing at the time of termination or which may later accrue. Any release of retention or payment by the DISTRICT will not release CONTRACTOR from liability.

30. Termination: Contractor Not at Fault:

- (a) Upon five days' written notice to CONTRACTOR, the DISTRICT may, without cause and without prejudice to any other of the DISTRICT's rights or remedies, terminate the Contract.
- (b) Upon the service of a notice of contract termination, CONTRACTOR shall discontinue the Work in the manner, sequence, and at such times as directed by the DISTRICT Representative. CONTRACTOR shall remain responsible for the quality and fitness of the Work performed by CONTRACTOR before termination of the Contract. All requirements of the Contract pertaining to Work completed or to be completed as directed by the DISTRICT Representative as of the time of termination shall survive the termination, including without limitation, all indemnities, warranties, requirements for preparation of record drawings and completion of any "punch-list" items directed by the DISTRICT Representative. CONTRACTOR shall cooperate with DISTRICT with respect to providing information about the work in progress at the time of termination, as requested by the DISTRICT Representative.
- (c) Upon termination of the Contract, DISTRICT shall use reasonable efforts to determine and pay to CONTRACTOR within 90 days, without duplication, for the following items:
 - (1) For completed and acceptable Work executed in accordance with the contract Documents before the effective date of termination, including a fair and reasonable amount for overhead and profit on such Work, less any prior payments for the Work. The determined value of the Work, including overhead and profit, shall be consistent with the Contract Documents, including any schedule of payments or schedule of values.
 - (2) For documented direct expenses sustained before the effective date of termination in performing services or furnishing labor, materials, or equipment as required by the Contract

Documents necessary for the execution of the uncompleted Work. The determined value of the documented direct expenses, including overhead and profit, shall be consistent with the Contract Documents, including any schedule of payments or schedule of values.

- (3) For reasonable and documented direct expenses, including damages, incurred in settlement or as a consequence of terminated subcontracts;
 - (4) For other actual expenses reasonably incurred as a direct consequence of the termination.
- (d) Notwithstanding the foregoing, CONTRACTOR shall not be entitled to recover any loss of anticipated profit or revenue or other economic loss arising out of or resulting from the termination, including without limitation any claim for anticipated profits on the Work not performed or lost business opportunity.
- (e) If the CONTRACTOR is terminated under this Section, the DISTRICT may purchase from the CONTRACTOR all consumable supplies of the CONTRACTOR on hand, or in transit, or on definite commitment, including fuel, lubricants, and materials of construction not incorporated in the Work which, in the opinion of the DISTRICT Representative, are suitable and required to complete the Work; and the DISTRICT shall pay to the CONTRACTOR for such consumable supplies the prices paid therefore by the CONTRACTOR.
- (f) If the CONTRACTOR is terminated under this Section, upon request by the DISTRICT Representative, the CONTRACTOR shall provide the DISTRICT Representative with an itemized inventory and cost account of all plant, tools, equipment, labor and consumable supplies that have been used, are then in use, and were planned to be used on the Work. Further, upon request, the DISTRICT shall have the right to audit all of the CONTRACTOR's records relating to costs incurred or planned to be incurred in performing the Work.
31. Authority to Execute this Contract: The person or persons executing this Contract on behalf of CONTRACTOR warrants and represents that he/she has the authority to execute this Contract on behalf of CONTRACTOR and has the authority to bind CONTRACTOR to the performance of its obligations hereunder.
32. Representations: The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Contract or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein; and each party acknowledges that it has relied on its own judgment in entering into this Contract. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with its dealings with the other.

33. Notices: Any notice or instrument required to be given or delivered by this contract may be given by depositing the same in any United States Post Office, registered or certified, postage prepaid, address to:

To: Humboldt Bay Harbor, Recreation, and Conservation District
Attn: Executive Director
PO Box 1030
Eureka Ca 95502

To Contractor: _____

34. Assignment: CONTRACTOR shall not assign this contract or payments under this contract. CONTRACTOR and each subcontractor hereby assign to the DISTRICT rights, title, and interest in and to causes of action under Section 4 of the Clayton Act (15 U.S.C.A. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for this contract or the subcontract. This assignment shall be made and become effective without further acknowledgement by the parties at the time DISTRICT tender's final payment to CONTRACTOR.
35. Amendment: No waiver or modification of this Contract shall be valid unless agreed upon and signed by both the DISTRICT and CONTRACTOR.
36. Nondiscrimination: CONTRACTOR shall ensure equal employment opportunity for all persons, regardless of race, color, religion, sex, creed, national origin, ancestry, age, medical condition, physical or mental disability, Vietnam-era veteran or special disabled veteran status, marital status or citizenship, within the limits imposed by law. These principles are to be applied by CONTRACTOR in all employment practices including recruiting, hiring, transfers, promotions, training, compensation, benefits, layoffs, and terminations. CONTRACTOR agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans With Disabilities Act of 1990, and any other applicable federal and state laws and regulations pertaining to nondiscrimination.
37. Uncontrollable Circumstances:
- (a) Upon CONTRACTOR's written request and submission of substantiating documentation of a delay resulting from an Uncontrollable Circumstance, the DISTRICT Representative shall give CONTRACTOR a non-compensable extension of time. CONTRACTOR shall submit a written request within seven days of the commencement of the Uncontrolled Circumstance.
 - (b) Prior to completion and acceptance of the Work, CONTRACTOR is responsible for, and bears the risk of loss associated with, damage or loss to any portion of the Work regardless of the cause, except that CONTRACTOR may request an extension of any required Completion Date specified, as set forth in Section 36(a). CONTRACTOR shall repair or replace such damages or destroyed Work to its prior undamaged condition before being entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse CONTRACTOR from completion of Work.

- (c) “Uncontrollable Circumstance” means any act, event or condition that is:
- (1) beyond the reasonable control of the CONTRACTOR that justifies CONTRACTOR not timely performing an obligation or complying with any condition required under the contract documents, and
 - (2) materially expands the scope of, interferes with, or delays the CONTRACTOR’s performance of obligations under the contract documents, but only if such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of the contract documents on the part of the Contractor.
- (d) materially expands the scope of, interferes with, or delays the CONTRACTOR’s performance of obligations under the contract documents, but only if such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of the contract documents on the part of the CONTRACTOR. Examples of acts, events or conditions that typically qualify as uncontrollable circumstances include: naturally occurring events such as landslides, underground movement, earthquakes, fires, tornadoes, hurricanes, floods, lightning, epidemics, and extreme weather that threatens worker safety, property and/or project integrity in CONTRACTOR’s sole determination; explosions, terrorism, sabotage, or similar acts of a declared public enemy; extortion; war; blockade; insurrection, riot or civil disturbance; labor disputes, except labor disputes involving employees of the CONTRACTOR, its affiliates, or subcontractors, vendors and suppliers; the failure of any subcontractor to furnish services, materials, chemicals or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute an uncontrollable circumstance if it affected CONTRACTOR directly, and CONTRACTOR is not able after exercising all reasonable efforts to timely obtain substitutes; the preemption, confiscation, diversion, destruction or other interference in possession or performance of materials or services by a government agency in connection with a public emergency or any condemnation or other taking by eminent domain of any material portion of the Work.
- (e) Examples of acts, events or conditions that do not typically qualify as an uncontrollable circumstances include: weather conditions normal for the area where the Work is being performed; any delay that would not have occurred but for the CONTRACTOR’s failure to comply with its obligations under the contract documents; CONTRACTOR’s inability to obtain timely materials or equipment; any work related injuries, accidents or safety violations; any changes in interest rates, inflation rates, wage rates, insurance premiums, commodity prices, currency values, exchange rates or other general economic conditions that significantly increase CONTRACTOR’s cost of performing the Work; any change in the financial condition of the CONTRACTOR or any subcontractor affecting their ability to perform timely their respective obligations; the consequences of error, neglect or omissions by the CONTRACTOR, any subcontractor, or any other person in the performance of the Work; any change of union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed on the Work or otherwise increasing the cost to the CONTRACTOR of performing the Work; inclement weather conditions normal for the area where the Work is being performed; any mechanical failure of equipment; or any electric utility power outages except as a direct result of an independent uncontrollable circumstance.

38. Extra, Changed Work:

(a) The DISTRICT may require changes in, additions to, or deductions from the Work to be performed or to the materials to be furnished under this contract. No extra work shall be performed or change made except pursuant to a written order from the DISTRICT stating the extra work or change is authorized, and setting forth the basis upon which payment is to be made. No claim for additional compensation shall be valid unless pursuant to such a change order. Nothing in this section shall excuse the CONTRACTOR from proceeding with the prosecution of the changed work. When required by the DISTRICT, the CONTRACTOR shall furnish an itemized breakdown of the quantities and prices used in computing the value of any ordered change.

(b) Adjustments in the amounts to be paid to the CONTRACTOR by reason of any such change, addition or deduction shall be determined by one or more of the following methods:

(1) By an acceptable lump sum proposal from the CONTRACTOR.

(2) By unit prices contained in the CONTRACTOR's original bid and incorporated in the contract documents or fixed by subsequent agreement between the DISTRICT and the CONTRACTOR.

(3) By ordering the CONTRACTOR to proceed with the work and to furnish daily reports of extra work. The reports shall itemize all costs for labor, material, and equipment rental. The reports for workers shall include hours worked, rates of pay, names and classification; and for equipment shall include size, type, identification number and hours of operation. Records and reports shall be made immediately available to the DISTRICT Representative upon his request.

(c) When the DISTRICT orders extra work and there is an agreement between the DISTRICT and the CONTRACTOR to perform the extra work, the DISTRICT may approve the method used by the CONTRACTOR to accomplish the work. At the request of the DISTRICT, the method to be used shall be memorialized in writing prior to work being performed.

39. Governing Law and Venue: This Contract and performance hereunder and all suits and special proceedings shall be construed in accordance with the laws of the State of California. If any action is brought to enforce the terms of this contract it shall be brought in Humboldt County Superior Court.

40. Attorney's Fees: Should any litigation or arbitration be commenced between the parties hereto concerning this contract, or the rights and duties of any party in relation thereto, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted to a reasonable sum as and for attorney's fees in such litigation or arbitration.

This Contract contains the sole and entire agreement between the parties. It supersedes any and all other agreements between the parties.

Executed in Eureka, California on _____ (date)

DISTRICT:

By: Larry Oetker
Executive Director

Signature: _____

Date: _____

Board of Commissioners, Board President

Signature _____

Date: _____

CONTRACTOR:

Firm Name: _____

By: _____

Signature: _____

Title: _____

Date: _____

Address: _____

Email: _____

Phone : _____

Contractor's License #: _____

Employer Tax ID#: _____

DIR ID #: _____

(CONTRACT AGREEMENT PACKAGE)

(Attach completed Contractor's "Certificate of Insurance" to this page)

CERTIFICATE OF INSURANCE THE HUMBOLDT BAY HARBOR, RECREATION & CONSERVATION DISTRICT, CALIFORNIA					ISSUE DATE (MM/DD/YY) _____									
PRODUCER			THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. INSURERS AFFORDING COVERAGE: _____ BEST'S RATING _____ INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____											
INSURED			THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.											
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS									
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> OTHER				EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED. EXP. (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS COMP/OP AGG. \$ _____									
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE \$ _____									
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____									
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERS/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below.				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">WC STATUTORY LIMITS</td> <td style="width: 40%;">OTHER</td> </tr> <tr> <td colspan="2">EACH ACCIDENT</td> </tr> <tr> <td colspan="2">DISEASE-POLICY LIMIT</td> </tr> <tr> <td colspan="2">DISEASE-EACH EMPLOYEE</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	EACH ACCIDENT		DISEASE-POLICY LIMIT		DISEASE-EACH EMPLOYEE		
WC STATUTORY LIMITS	OTHER													
EACH ACCIDENT														
DISEASE-POLICY LIMIT														
DISEASE-EACH EMPLOYEE														
	PROPERTY INSURANCE <input type="checkbox"/> COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE \$ _____									
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS														
THE FOLLOWING PROVISIONS APPLY: 1. None of the above-described policies will be canceled until after 30 days' written notice has been given to the District at the address indicated below. 2. The District, its officials, officers, employees, and volunteers are added as insureds on all liability insurance policies listed above. 3. It is agreed that any insurance or self-insurance maintained by the District will apply in excess of and not contribute with the insurance described above. 4. The District is named a loss payee on the property insurance policy listed above, if any. 5. All rights of subrogation under the property insurance policy listed above have been waived against the District. 6. The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the District for injuries to employees of the insured resulting from work for the District or use of the District's premises or facilities.														
CERTIFICATE HOLDER/ADDITIONAL INSURED The Humboldt Bay Harbor, Recreation & Conservation District, 601 Startare Drive, Eureka, CA 95501				AUTHORIZED REPRESENTATIVE SIGNATURE _____ TITLE _____ PHONE NO. _____										

Rev. 6/08

(CONTRACT AGREEMENT PACKAGE)

(Attach completed Contractor's "Commercial General Liability Endorsement" to this page.)

INSURER:
POLICY NUMBER:
ENDORSEMENT NUMBER:

ISO FORM CG 20 10 22 85: (MODIFIED)
COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – OWNERS, LESSEES, OR
CONTRACTORS (FORM B)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

NAME OF ORGANIZATION:

HUMBOLDT BAY HARBOR, RECREATION & CONSERVATION DISTRICT
601 Startare Drive, Eureka, California 95501

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Modifications to ISO form CG 20 10 11 85:

1. The insured scheduled above includes the Insured's officers, officials, employees, and volunteers.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the District.

Signature-Authorized Representative

Address

(Attach completed Contractor's "Automobile Liability Special Endorsement" to this page.)

REV. 2/08

(CONTRACT AGREEMENT PACKAGE)

PERFORMANCE BOND

WHEREAS, the Humboldt Bay Harbor, Recreation and Conservation District, County of Humboldt, State of California, by motion passed _____, 20 ____, has awarded to _____

_____ hereinafter designated as the "Principal," a contract for constructing

Maintenance Dredging – Woodley Island Marina

AND WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW THEREFORE, we,

as Principal, and _____,
as Surety, are held and firmly bound unto the Humboldt Bay Harbor, Recreation and Conservation District, California, hereinafter called the "Owner," to the penal sum of

_____ Dollars (\$ _____)

lawful money of the United States of America, for which sum well and duly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the hereby bounded Principal, his or its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

FURTHER, THE SAID SURETY, FOR VALUE RECEIVED, HEREBY STIPULATES AND AGREES that no change, extension of time, or alteration or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or modification of the Contract Documents or of work to be performed thereunder.

(CONTRACT AGREEMENT PACKAGE)

IN WITNESS WHEREOF five (5) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named, on the _____ day of _____, 20 __, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal

By _____

Title

Surety

By _____

Address of Surety

(CONTRACT AGREEMENT PACKAGE)

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Humboldt Bay Harbor, Recreation and Conservation District, by motion passed _____, 20 ____, has awarded to

_____ hereinafter designated as the "Principal," a contract for constructing

Maintenance Dredging – Woodley Island Marina

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth;

NOW THEREFOR, we, _____,

as Principal, and _____,

as Surety, are held and firmly bound unto the Humboldt Bay Harbor, Recreation and Conservation District, California, hereinafter called the "Owner," to the penal sum of

_____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns shall fail to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by Section 3247 et seq. of the Civil Code of California, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond such reasonable attorney's fees, as shall be fixed by the court, awarded and taxed as in the above-mentioned statutes provided.

(CONTRACT AGREEMENT PACKAGE)

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, or alteration or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, or alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF five (5) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named, on the _____ day of _____, 20 __, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal

By _____

Title

Surety

By _____

Address of Surety

(CONTRACT AGREEMENT PACKAGE)

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Humboldt Bay Harbor, Recreation and Conservation District, County of Humboldt, State of California, by motion passed _____, 20 ____, has awarded to

_____,
hereinafter designated as the "Principal," a contract for constructing

Maintenance Dredging – Woodley Island Marina

AND WHEREAS, said Principal is required under the terms of said contract to furnish a bond for correction of deficiencies during the specified guaranty period;

NOW THEREFORE, we,

_____,
as Principal, and _____, as Surety,
are held and firmly bound unto the Humboldt Bay Harbor, Recreation and Conservation District, California,
hereinafter called the "Owner," to the penal sum of

_____ Dollars (\$ _____)

lawful money of the United States of America, for which sum well and duly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the hereby bounded Principal, his or its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said guaranty of the contract, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

(CONTRACT AGREEMENT PACKAGE)

IN WITNESS WHEREOF five (5) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named, on the _____ day of _____, 20 __, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal

By _____

Title

Surety

By _____

Address of Surety