

REQUEST FOR QUALIFICATIONS WOODLEY ISLAND MARINA USCG CUTTER BARRACUDA POWER REPLACEMENT

The Humboldt Bay Harbor, Recreation & Conservation District (District) is seeking proposals from qualified and experienced contractors for the replacement of the power feed servicing the United States Coast Guard Vessel, Barracuda, moored at Woodley Island Marina, Eureka, California.

This solicitation is being issued in compliance with the Federal procurement standards outlined in Code of Federal Regulations (CFR) §200.318 - CFR §200.325, which are applicable to the hiring of licensed contracting firms or licensed individuals to perform the proposed work.

1. CRITICAL DATES

Activity	DATE
Announcement and Release of Request for Qualifications (RFQ)	08/29
OPTIONAL: Non-mandatory site visit and Q&A meeting with prospective proposers	09/05
Questions due from prospective proposers. No questions will be accepted after this date	09/09
Addendum #1 posted to address questions posed by prospective proposers (if needed)	09/12
Statements of Qualifications due by 4 p.m. in the District Office	09/18
Staff Report issued to the District Board of Commissioners with recommended firm	09/19
District Board of Commissioners' monthly meeting, in which the firm will be selected	09/25
United States Coast Guard Concurrence	09/30

2. INSTRUCTIONS FOR SUBMITTING PROPOSALS

Submittal Requirements: Full Work Proposal and Statement of Qualifications (SOQs) must be submitted electronically (.pdf) to Mindy Hiley, Director of Administrative Services; mhiley@humboldtbay.org. Submitted SOQs must include the RFQ title in the email subject line. The submitter is responsible for ensuring that they receive an email confirmation that their proposal has been received.

Late Submittals: SOQs received after the time and date stated in the table above will not be accepted or considered.

3. HOW TO OBTAIN PROPOSAL DOCUMENTS

Copies of the solicitation and attachments may be obtained at:

Humboldt Bay Harbor, Recreation, and Conservation District, 601 Startare Drive, Eureka, CA 95521

or

4. REGISTERED INTERESTED PARTIES LIST

Following the release of the RFQ, entities considering submitting their qualifications for the project are advised to notify the District of their interest. The District will register each interested party to a “Registered Interested Parties List.” The District will provide email notifications of RFQ addenda to entities on this list. The District will provide the scheduled Addendum #1 to the Interested Parties List on the date presented in the table above.

5. QUESTIONS ABOUT THE SOLICITATION

Questions must be submitted in writing by email as follows:

Contact: Mindy Hiley; mhiley@humboldtbay.org; 707-443-0801.

Questions Due Date: See table above.

Please submit questions as soon as possible. No questions regarding this solicitation will be responded to if received after the date listed in the table above. The District will respond to all questions in a publicly available Addendum #1 to the RFQ on the date listed in the table above. All pertinent questions will be responded to. The Addendum #1, including questions and responses, will be made available on the Harbor District’s website (www.humboldtbay.org). Addendum #1 will also be emailed to the Registered Interested Parties List.

Once the solicitation is issued, and until a recommendation for selection is made to the Harbor District Board, each Proposer and its representatives, agents, and affiliates shall not contact members of the evaluation committee, District staff, District consultants, or the District Board to discuss or ask questions about the contents of this solicitation or the selection process. All questions shall be submitted in writing as described above. Inappropriate contacts may result in the Proposer’s disqualification.

6. FULL OPPORTUNITY

The District’s policy prohibits discrimination or preferential treatment because of race, color, religion, sex, national origin, ancestry, age, physical or mental disability, cancer-related medical condition, a known genetic predisposition to a disease or disorder, veteran status, marital status, or sexual orientation. The successful Respondent shall comply with the District’s non-discrimination policy. The District reserves the right to reject any or all Statements of Qualifications, to waive any irregularities or informalities not affected by law, to evaluate the Statements of Qualifications submitted, and to select the respondent according to the Statement of Qualifications that best serve the interests of the District.

7. DEFINITION OF TERMS AND PROJECT OVERVIEW

a. Definition of Terms:

Contractor – A qualified Commercial Electrical Contractor selected by the District (through this RFQ) to complete the “USCG Barracuda Power Replacement” as defined below. While the Contractor may consist of a group of Contractors proposing as a unified team, the District expects that such a team will be led by one firm that is acting as the General Contractor and that will serve as the District’s primary point of contact for the contracting team/group.

District – The Humboldt Bay Harbor, Recreation and Conservation District. Also known as the Humboldt Bay Port Authority.



Project Scope – The services called for in this RFQ. This will consist of bid, design, project management, installation, debugging, and delivery of the electrical service outlined in the scope of work per the attached Exhibit ‘A’.

Project Area – End Tie of Dock ‘F’, Woodley Island Marina to upland utility disconnect and meter. Upland and tideland areas known as Woodley Island Marina (WIM) are located along and in Humboldt Bay directly southeast of California Highway 255 in Humboldt County, California, Assessor’s Parcels #405-031-009,010.

b. Project Overview

Summary of Work:

This project is to lay out and install a new suite of shore ties at Woodley Island Marina F Dock to support USCGC BARRACUDA, an 87’ Marine Protector Class Coastal Patrol Boat. The general scope is to install the following:

1. Electrical Shore-tie Restoration at Dock F:
See attached statement of work (SOW), drawing set, and Appendix A-USCG CSTO – Electrical Shore Ties (Rev A).
Note: New Isolation transformer is a long lead item.
2. Run C5I conduit from Ship’s Office to the new berthing location to support phone and internet.
3. Install shore-tie pedestal for power and C5I connections at the end of F Doc

Project work must comply with all applicable codes, manufacturers’ guides and specifications, and state and local regulations. Contractor must be appropriately licensed and insured for this work, which must be done with minimal impact to marina facilities or operations, as a tenancy improvement provision. Marina manager must approve all plans and work prior to beginning.

The contractor shall provide all labor, equipment, supervision, transportation, and additional materials to the customer-supplied components listed in Enclosure #2, in order to complete the stated scope of work below.

8. SCOPE OF WORK

The District will be selecting the most qualified consultant to complete the following general scope of work. The final scope of work, schedule, and budget will be determined during the contract negotiation period using the provided Fee Schedule. The District will have final approval authority over all work products produced by the Consultant.

This assessment grant will be used to assess historical operations, investigate soil and shallow groundwater impacted by the use of hazardous substances, and an evaluation of remediation alternatives for the former mill site with the preferred cleanup method developed for future implementation if necessary.



Scope of Work:

- 1) Layout the installation of each shore tie, prioritized in the following order, in accordance with the diagram shown in Enclosure (1):
 - a. Electrical
 - b. C5I
- 2) Fabricate new mounts as needed, run, and terminate these shore tie connections.
- 3) All electrical and C5I runs shall be in a conduit suitable for the local environmental conditions.
- 4) Contractor is responsible for matching patches and painting any alterations or damage to existing surfaces as necessary post-installations; the customer will provide matching paints. All work will be approved by the Woodley Island Marina manager.
- 5) Test and charge each system per the manufacturer's requirements. Test and demonstrate each unit's heat operation at final acceptance. Installation workmanship must be warranted for 1 year.

9. OPTIONAL SITE VISITS

The District will host one optional site visit to allow potential respondents an opportunity to review the project site in person and pose questions regarding the project. All questions received during the optional site visit will be noted, with questions and responses distributed via addendum to this RFQ following each site visit. The specific times and meeting locations for the site visit will be posted on the District website and distributed via email to all parties who have registered as "Interested Parties" related to this RFQ. The site visit is optional and submittals from respondents who did not attend the site visit will be accepted.

10. SUBMISSION REQUIREMENTS

Statements of Qualifications must follow the format outlined below. The District may reject as non-responsive at its sole discretion any submittal that does not provide complete and/or adequate responses or departs in any way from the required format. Failure to respond to these requirements may result in the proposal being considered nonresponsive and rejected from consideration.

a. Required Format

Statements of Qualification shall not be longer than 5 PDF pages. Contractors are encouraged to keep proposals concise; SOQs under 3 pages are encouraged. The term "page" means one side of one 8½-by-11-inch piece of paper or one 8½-by-11-inch PDF page. Firm/team resumes will not be included in the final page count. Supplemental materials not requested in this RFQ, such as brochures and promotional materials, will not be reviewed.

b. Required Content

The proposer must include the following items. SOQs shall be organized in the order shown below:

1. Cover Letter (2 pages maximum)

Provide an introduction letter summarizing the qualifications of your firm/team to meet the needs of this project. Include company name and business address as well as email address and telephone numbers for key contacts. The letter must be signed by an individual/member of the organization who has the authority to offer, negotiate, and execute contracts on behalf of the firm. Respondents should confirm receipt of all addenda in the cover letter.



Scoring: Pass/Fail. Firms that provide a cover letter will pass and will be evaluated according to the other criteria in this section. Firms that fail to provide a cover letter will fail, and the overall SOQ will be rejected.

2. Qualifications and Experience

- a) Provide an overall organization chart for the proposed project team.
- b) Identify proposed firm/team, including a description of all key team members, including any key subcontractor team members. Identify project manager and anticipated key team members roles and responsibilities.
- c) Provide information about your team's knowledge and experience with installing main electrical feeds, more specifically, if applicable, marine power supply and shore-tie connections, including descriptions of relevant project experience.
- d) List sub-consultant information.

4. Commitment to Schedule

- a. Consultant must submit a written commitment to the following schedule:
 - i. Work must be completed by December 15, 2025

6. Local Teaming Partners

- a. The District seeks to support and advance local Humboldt County-based firms. Thus, the District will award points to teams that include local staff from firms with a permanent presence in Humboldt County.

7. Evaluation of Standard District Contract

- a. See attached for a copy of a standard District contract in Attachment C.
- b. Provide a statement confirming that a qualified individual within the firm who is authorized to sign contracts has evaluated the District's standard contract.
- c. If applicable, also provide a list of exceptions and/or questions that the firm will be likely to request during contract negotiations. If no such exceptions are requested, then indicate so.

11. PREVAILING WAGE REQUIREMENTS

Some components of the work to be completed, such as field work in support of data collection or the generation of special studies, may be subject to State and Federal prevailing wage and labor standards. The selected firm will be responsible for complying with these and all other District funder requirements.

12. REJECTION OF SUBMITTALS

Statements of Qualifications (SOQs) may be rejected if they show any alterations of form, additions not called for, erasures, or irregularities of any kind. The District reserves the right to reject any and/or all SOQs.



13. **CONDITIONAL FUNDING**

All or portions of this solicitation are contingent upon funding by the United States Coast Guard (USCG). Should final funding not be approved, all bids may be rejected.

14. **WITHDRAWAL OF SUBMITTALS**

Any Statement of Qualifications may be withdrawn at any time prior to the submittal deadline provided that a request in writing, executed by the Proposer or his duly authorized representative, for the withdrawal of such Statement of Qualifications is filed with the Humboldt Bay Harbor, Recreation and Conservation District. The withdrawal of a Statement of Qualifications will not prejudice the right of the Proposer to file a new Statement of Qualifications.

15. **DISQUALIFICATION OF SUBMITTALS**

More than one Statement of Qualifications 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 Proposer is interested in more than one Statement of Qualifications 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 Proposers, none of the participants in such collusion will be considered in future solicitations.

16. **ADDENDA**

The Harbor District reserves the right to issue addenda to this RFQ as necessary in order to provide additional information, respond to questions, or modify any component of the RFQ, at the Harbor District's Discretion. All addenda will be posted online at the Harbor District website alongside this RFQ and provided via email to all registered interested parties.

Respondents should confirm receipt of all addenda to this RFQ in their Statement of Qualifications via a statement confirming the total number of addenda received in the cover letter.

17. **ATTACHMENTS**

The District strongly encourages interested parties to thoroughly review the following attachments and links:

ATTACHMENTS:

- A. Scope of Work
- B. USCG BARRACUDA Drawing Set
- C. USCG – Electrical Shore Ties
- D. Standard District Contract





DEPARTMENT OF HOMELAND SECURITY
UNITED STATES COAST GUARD

CIVIL ENGINEERING UNIT OAKLAND
OAKLAND, CALIFORNIA 94612-5203

PSN

STATEMENT OF WORK
FOR

**CG BARRACUDA SHORE POWER RESTORATION
STATEMENT OF WORK**

AT

USCG SECTOR HUMBOLDT BAY
MCKINLEYVILLE, CALIFORNIA

STATEMENT OF WORK

- I. Location: Woodley Island Marina, Dock F, Eureka, California.
- II. Site Visit: Access to the site will be available during normal working hours. Initial site access will be scheduled through Sector Humboldt Bay FE.
- III. Points of Contact: The CEU technical point of contact for this project is Vinh Ngo at (510) 637-5575 (office).
- IV. Continuity of Facilities Operation: Schedule work to minimize interference with the Woodley Island Marina normal operations. Notify the Contracting Officer and the site contact five (5) business days in advance of any shutdowns. Perform all on-site work including deliveries, between the hours of 7:00 AM and 5:00 PM, Monday through Friday (Federal Holidays excluded), unless otherwise approved by the Contracting Officer.
- V. Notification of Start and Completion of Work: The Contractor shall notify the Contracting Officer in writing within three (3) business days in advance of the date he intends to commence work, and three (3) business days prior to the date that work will be ready for final inspection.
- VI. Recycling and Disposal of Refuse: Refuse, excess or waste materials resulting from construction operations shall become the property of the Contractor and shall be recycled and/or disposed of off Government property. All disposals shall be done in accordance with federal, state, and local laws and regulations.
- VII. Safety: During the execution of this contract, the contractor shall conform to the rules and regulations as set forth by OSHA Safety and Health Standards, 29 CFR Part 1926 - Safety and California Code of Regulations, Title 8, Div. 1, Ch 4, Subchapter 4 Construction Safety Orders. When the standards differ, the more restrictive standard shall apply.
- VIII. Environmental Protection Requirements: Provide and maintain environmental protection during the life of the Contract to control pollution or to correct conditions that develop during construction. Comply with all Federal, State, and local laws and regulations pertaining to water, air, soil, and noise pollution.
- IX. Temporary Facilities:

- A. Sanitary Facilities: There are no toilet facilities available for Contractor use at the job site. The contractor shall provide their own facilities, including hand washing facilities, in accordance with 29 CFR 1926, Subpart D, paragraph 1926.51 (c)(1) and (f)(1).
- B. Water and Electricity: Water and electricity are not available for Contractor use at the job site. Contractor shall provide their own water and electricity. Personnel using extension cords to bring power from another location to construction, maintenance, remodeling, etc., shall employ portable ground fault circuit interrupters (GFCI), even if connecting to building wiring.
- C. Telephone: No telephone service is available for contractor use at the project site.

X. Performance Period: The contractor shall have 180 calendar days to complete the inspection, testing, replacement, and installation of shore tie transformer, shore-tie receptacles, disconnect switches, circuit breakers, line insulation monitor (LIM), phase lose and surge protective device (SPD), alarm indicating lights, associated conductors/cables/conduits, and complete project after contract award date (CAD).

XI. Scope of Work: See next page.

SCOPE OF WORK

PART 1 GENERAL

- A. Scope of Work: The contractor shall provide all labor, transportation, materials, equipment, tools, and supervision to inspect/test, remove, replace, and install shore-tie transformer, shore tie receptacles, disconnect switches, circuit breakers, line insulation monitor (LIM), phase loss and surge protective device (SPD), alarm indicating lights, associated conductors/cables/conduits and all necessary miscellaneous equipment for restoring shore power for USCGC Barracuda at Dock F. The work shall include, but is not limited to, the following:
1. Field verify existing (E) shore-tie power feeder, equipment, shore tie electrical distribution, and site work conditions related to required work at the job site.
 2. Remove and dispose (E) shore-tie power conductors routed from electrical service point to (E) shore-tie receptacle at Dock F per electrical drawings.
 3. Clean and reuse (E) underground conduit routed from electrical service point to (E) underground pull box as shown on the drawing.
 4. Reuse (E) shore tie receptacle from Dock A and reinstall it at Dock F. Furnish and install all necessary mounting brackets and hardware.
 5. Replace (E) shore tie conduit routed along Dock F from (E) underground pull box to (E) shore tie receptacle with new fiberglass conduit.
 6. Furnish and install new shore tie power and grounding conductors & cables routed from the electrical service point to underground pull box and to shore tie receptacle at Dock F for CG Barracuda cutter.
 7. Furnish and install a new (N) isolation transformer, associated conduit, conductors, concrete mounting pad, anchors, mounting brackets, and all necessary accessories and hardware, as indicated on drawings.
 8. Furnish and install a new (N) line insulation monitor (LIM) device & a phase loss device, a SPD, alarm indicating lights, a (N) enable/disable switch, associated control & power conductors, mounting brackets, hardware, and all necessary accessories and miscellaneous materials.
 9. Furnish & install a new (N) NEMA 4X enclosure to house new LIM, phase loss, SPD devices, (N) enable/disable switch,

alarm indicating lights, including control transformer, associated control devices, terminal blocks, fuse blocks, fuses, back panel, Din rails, and all necessary accessories. Provide design control, layout of equipment of the enclosure, shop control wiring diagram.

10. Furnish and install (N) disconnect switches, circuit breakers, mounting brackets, and accessories as indicated on drawings.
11. Modify and extend (E) conduits as necessary.
12. Test newly installed shore tie power distribution system and devices.

B. Applicable Publications, Industry Standards and Code Compliance:

All work shall comply with the current edition of the International Building Code (IBC), National Fire Protection Association NFPA's 70, 70E, 101, other applicable standards mentioned in specifications, Occupational Safety and Health Administration (OSHA) regulations, manufacturer's instructions, and specification herein.

Specifically, the work, equipment, materials, and installation shall comply with US Coast Guard CSTO - Electrical Shore Ties (Rev A), SILC-CSTO-36-11 21 27 11-04 that applies to a Low-Power Cutter, type WPB, 87-ft length, requiring 100A, 450VAC, 3-phase ungrounded power system.

C. Submittals: All submittals shall be reviewed by the USCG CEU Oakland.

1. Construction Schedule: Submit within seven (7) calendar days after award.
2. Catalog Cuts: Submit catalog cut of the following.
 - Shore-tie transformer
 - Circuit Breaker
 - Disconnect switch
 - Lime insulation monitor device
 - Phase loss
 - SPD
 - Alarm indicating lights
 - Power cable type W
 - Enclosure

- Conduits
 - 3. Shop Drawing(s): Designed control wiring diagram and control panel layout.
 - 4. Test Report:
 - 5. As-Built Drawings: Maintain at the job site one set of full-size contract drawings marked in red to show any deviations which are found to exist or have been made from the contract drawings. Upon completion of the work, deliver the marked set of prints to the Contracting Officer. Request for final payment will not be approved until the marked prints are delivered to the Contracting Officer.
 - 6. Operation and Maintenance Manual: Furnish one hard copy and one electronic file of manufacture's operation and maintenance instructions of shore-tie transformer, LIM, phase loss device, SPD, circuit breakers, disconnect switch, alarm indicating lights.
- D. Drawings: The work shall conform to the drawings listed below which form a part of statement of work.

<u>Number</u>	<u>Title</u>
E-101	SHORE TIE - ELECTRICAL PLAN
E-601	SHORE TIE - DIAGRAMS & DETAILS

PART 2 PRODUCTS

A. Power Conductors and Cables:

1. Power Conductors
 - a) Manufactured no more than 24 months prior to installation.
 - b) Copper stranded conductor: ASTM B 8, class B or C.
 - c) Single conductor type THWN/THWN-2, 600VAC volt rating.
 - d) UL listed.
2. Power Cable:
 - a) Multi-conductor, type W portable cable, oil and sunlight resistant.
 - b) Copper stranded conductors:
 - i. Three (3) #4/0 AWG conductors for power
 - ii. One (1) #8 AWG conductor for equipment grounding conductor
 - c) Compliance with UL 1650, UL listed.

3. Wire Connector:

- a) For #10 or smaller: Solderless, cap type spring-wire connector.
- b) For #8 and larger: Compression type connector; Termination utilizing Allen screws shall not be used.

B. Conduits:

- 1. Reinforced Thermosetting Resin Conduit (RTRC) or Epoxy Fiberglass conduit: Conform NEMA TC 14, UL 2515, UL listed.
- 2. Liquid-Tight Flexible Metal Conduit (LTFMC): Conform to UL 360, and UL listed.
- 3. Junction & Pull Box: NEMA 4X, size per NEC.
- 4. Outlet Box and Fitting:
 - a) NEMA 4X outlet box and fitting shall be cast metal with threaded hubs cast integral with box or fitting, corrosive resistant.
 - b) Cover fittings shall be non-corrosive aluminum

C. Disconnect Switch:

- 1. NEMA 4RX enclosure, non-fusible, single throw switch, heavy duty, provided pad lock.
- 2. 600VAC, 3 pole, current rating indicated on drawings
- 3. Furnished with grounding lug/bar
- 4. Mounting: Wall/Surface mounted
- 5. UL listed.

D. Shore-Tie Transformer:

- 1. Isolation transformer, dry-type, self-cooled, energy-efficient, NEMA 3RX stainless steel enclosure (housing), ventilated enclosure, floor mounting.
- 2. Capacity: 112.5kVA for standard size, 90kVA for special order/custom order (minimum 85kVA requirement)
- 3. Voltage: 480VAC, 3-phase, 60Hz primary; 450VAC 3-phase, 60Hz secondary; delta-delta wirings; six voltage adjusting taps on primary at full capacity - Two at 2.5% above normal voltage and four at 2.5% below nominal voltage.
- 4. Copper winding with 220°C rated insulation class AA, 150°C temperature rise at full load in a 40°C ambient environment. Dual electrostatic shields shall be installed between the primary and secondary windings as well as between the windings and the core. All shields

shall be joined together and bonded to earth ground. The shield is bonded to case (enclosure) and the case is bonded to equipment grounding conductor from the power source.

5. Minimum 95% energy efficiency; standard sound level, standard finish.
6. UL listed.

E. Secondary Transformer Circuit Breaker:

1. Molded case type, adjustable trip and instantaneous trip setting, with shunt trip feature.
2. Rating: 600VAC, 60Hz rating, set trip at 125A, 3-pole, minimum 22 kIAC interrupting at 480VAC, 110-120VAC shunt trip compartment.
3. Furnished with NEMA 4X stainless steel enclosure with pad lock.
4. UL listed.

F. Primary Transformer Circuit Breaker:

1. Molded case type, adjustable trip and instantaneous trip setting.
2. Rating: 600VAC, 60Hz rating, 225A frame, 150A trip setting, 3-pole.
3. Compatible with existing service switchboard.
4. UL listed.

G. Line Insulation Monitor (LIM):

1. Ground-fault monitoring/detecting device for 480VAC, 3-phase, 60HZ ungrounded system, capable for use on 0 to 690VAC voltage range. Meet or exceed electrical code requirements for ground-fault detection on ungrounded systems, including NEC 250.21(B), NEC 250.167(A).
2. Rated insulation voltage 1000V, 8kV impulse voltage
3. Supply voltage: 24VAC to 240VAC
4. Two separately adjustable response value ranges of 1 k Ω to 10M Ω for alarm 1 and alarm 2.
5. High-resolution graphic LC display for readability and recording of device status. Graphical representation of the insulation resistance overtime.
6. Automatic device self-test.
7. Bender, Isometer iso685W-D series with display and control used for wet environment or equal.

8. UL listed.

H. Phase Loss Device:

1. Phase-loss monitor/relay device, protect against phase loss, phase unbalance, reverse phase
2. Use on 480VAC, 3-phase, 60HZ ungrounded delta system
3. Shunt trip capable: Adjustable time delay (0.1 to 20 seconds) on the shunt trip of circuit breaker
4. Logging Events: Keep detailed record of occurring faults
5. Digital Readout Display: Enable instant access to current conditions and review of past events
6. Taylor Electronic Phase-guard model P or equal
7. UL listed.

I. Surge Protection Device (SPD):

1. Type 2 surge protection device, DIN rail mount
2. Use for 480VAC, 3-phase, 60 Hz, ungrounded delta system.
3. Build-in thermal protection, 200kA interrupting rated
4. Build-in visual status indicator
5. Test/Disable/Enable switch
6. False safe/Self-protection design
7. GE Tranquell Series SPD or equal
8. UL listed.

J. Alarm Indicating Lights:

1. Flashing warning light type, NEMA 4X housing, minimum 2.75" diameter
2. Voltage: 120VAC
3. Light source: LED, 50,000-hour minimum lamp life
4. Flash rate: Minimum 40/minute
5. Mounting: Surface mount or ½" NPT mount
6. Color: Red and Amber as indicated on the drawings
7. UL listed.

K. Enclosure:

1. Furnish a new NEMA 4X stainless steel enclosure to house new (N) LIM, Phase loss, SPD devices, control transformer, relays, Disable/Enable switch (disable/enable LIM system), associated control devices, terminal blocks, fuse block,

fuses, back panel, Din rails, and all necessary miscellaneous items and accessories.

2. Size enclosure to accommodate LIM, phase loss, SPD, control transformer, relays, blocks, fuses, and others.
3. Control transformer: control type, single phase, primary 480VAC, secondary 120VAC, 60Hz, size the transformer to accommodate power requirements of equipment.
4. UL listed.

L. LIM Disable/Enable Switch:

1. Selector switch type, NEMA 4X rating, panel mount, minimum 15A rating at 120VAC. Function to disable and enable LIM system. Furnish with auxiliary contact (if needed) for control function. Provide label LIM DISABLE/ENABLE.
2. UL Listed.

M. Mounting and Hardware:

All mounting materials, unit strut, brackets, hardware, bolt, conduit clamps shall be stainless steel.

PART 3 EXECUTIONS

- A. All electrical work and installation shall conform to NFPA 70, 70E, 101, US Coast Guard CSTO - Electrical Shore Ties (Rev A), SILC-CSTO-36-11 21 27 11-04, manufacturer's instructions, and specification herein.
- B. Restrictions application to conduit.
 1. Use Reinforced Thermosetting Resin Conduit (RTRC) for installation along dock F.
 2. Use liquid-tight flexible metal conduit for connections to electrical equipment subject to vibration or movement.
- C. Grounding and Bonding: Provide in accordance with NFPA 70 and NFPA 780. Make ground connection at main service equipment and at driven ground rods on exterior of building. Connect equipment, government furnished equipment, metal conduits, steel structures, metal pull boxes, exposed metal surfaces and other miscellaneous metalwork to grounding system. Interconnect all grounding media in or on the structure to provide a common ground potential.
- D. Shore-Tie Transformer Installation:

1. Install new transformer at suggested location shown on drawing E-101. Field determines actual location to accommodate site conditions. Provide concrete pad, anchors, and all necessary accessories. Modify and extend existing conduits and conductors as necessary to accommodate the new transformer.
2. Field adjust transformer tap(s) for secondary voltage (has been accounted for voltage drop) to have allowable voltage for the new and existing shore-tie receptacle.

E. LIM Device and Alarm Indicating Lights:

1. Setting the LIM to activate pre-alarm indicating Amber light when the monitored system line insulation resistance value decreases to 200 k Ω or below (adjustable between 35-200 k Ω).
2. Setting the LIM to activate alarm indicating RED light when the monitored system line insulation resistance value decreases to 10 k Ω or below (adjustable between 10-100 k Ω).

F. Field Testing: Complete field testing, in the presence of the Contracting Officer's Representative, of all new and existing-to-remain equipment including, but not limited to, the following.

1. General Requirements:

- a. Check for correct temperature ratings of conductors, undamaged conductor insulation, connection torqued in accordance with manufacturer's recommendations.
 - b. Manually exercise all switches.
 - c. Set any adjustable times current trip setting, required setting of devices per specification requirements.
 - d. Check to determine that all grounding connections are properly made.
 - e. Clean enclosures of foreign materials.
2. Continuity check of all newly installed feeder circuits and conductors.
 3. Test newly installed shore-tie transformer including PI test, circuit breakers, disconnect switches, LIM, phase loss, SPD, alarm indication lights, disable/Enable switch, and designed control system.
 4. Shore-tie receptacles.
 5. Test Report: Provide test report, minimum requirements as below:

- a. Provide a test plan, as a minimum, includes project name & number, name of testing organization & testing technician, date of inspection/testing, description of electrical equipment/circuits/devices to be inspected & tested, indication of expected acceptance test values, operational/pass & failed check marks, and notes.
 - b. Provide written performed result (use test plan above), analysis, comments, and recommended repair (if any).
- G. Repair: Contractor shall restore, repair, and/or replace at no cost to the government existing structures, equipment, or utilities damaged during construction. Damaged structures shall be repaired or replaced to match existing and as specified in other sections of this specification.

END OF SECTION

APPENDIX A - US Coast Guard CSTO-Electrical Shore Ties (Rev A),
SILC-CSTO-36-11 21 27 11-04

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

This CONTRACT is made and entered into this _____ () day of _____ 2018, 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 on line), 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.
4. Payment: Contractor shall submit monthly invoices for completed tasks as outlined in the submitted Bid Schedule. All invoices must include Purchase Order No. XXXX. Invoices received without reference to correct Purchase Order Number will be returned to Contractor without processing. The District agrees to pay invoices within XX days upon receipt of invoice less 10% until approval and acceptance of completed project. The final invoice will be paid within XX 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 XX, (the "Completion Date"). An extension to the Completion Date may be allowed in accordance with Section 34, Uncontrollable Circumstances. 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 work days 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 District
8. Insurance: Consultant shall maintain insurance throughout the duration of this Agreement, and provide Certificates of Insurance as specified below. All insurance carriers shall be admitted in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.
- A. *Commercial General Liability (CGL)*: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
- B. *Automobile Liability*: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- C. *Workers' Compensation*: 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.
- D. *Professional Liability (Errors and Omissions)*: Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. (If applicable – see footnote next page) If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.
- F. *General Conditions Pertaining to Insurance*:

- 1) Consultant 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 Consultant's policy shall be provided on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the District. Consultant'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 Agreement 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 Agreement, 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) Consultant 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 Consultant's general liability policy, shall be delivered to the District at or prior to the execution of the Agreement.
- 8) All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Consultant 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 Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increased benefit to the District.

10) In the event Consultant fails to obtain or maintain completed operations coverage as required by this Agreement, the District at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.

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 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) The 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. The 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 to the District, 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 of capacity District 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, the 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. The 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 Manager 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 30 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 District:
Attn: Executive Officer
Humboldt Bay Harbor, Recreation, and Conservation District
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) 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:
Executive Director

Signature: _____

Date: _____

Board of Commissioners, Board President

Signature _____

Date: _____

Approval as to form:
District Counsel

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

INSURED

INSURER A: _____

INSURER B: _____

INSURER C: _____

INSURER D: _____

INSURER E: _____

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.				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. _____

(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

XX

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 "District," 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, County of Humboldt, State of California, by motion passed _____, 20 ____, has awarded to

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

XX

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 "District," 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

XX

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 "District," 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