

Humboldt Community Services District

Dedicated to providing high quality, cost effective water and sewer service for our customers

Notice Inviting Licensed Contractors for the FY 2023/2024 California Uniform Public Construction Cost Accounting Program List of Qualified Bidders

DATE: April 24, 2023

Notice is hereby given that the Humboldt Community Services District (HCSD) invites all licensed trade contractors to be included on HCSD's Fiscal Year 2023/24 list of qualified trade contractors for informal bids for all trades on construction projects between \$60,000 and \$200,000 by submitting the following information:

A. Letter of Interest which includes the following:

1. Contractor name and address to which Notice to Contractors or Proposals should be mailed, faxed, or emailed;
2. Type of work in which the contractor is interested and currently licensed to perform;
3. Class of contractor's license(s) held;
4. Contractor's license number(s) for each type of work;
5. Contact information including telephone number, email address and fax number as applicable.

B. Pre-Qualification Application.

C. Public Works Contractor Registration Certification.

Please send information by 4:00 PM on May 31, 2023 to:

**Humboldt Community Services District, Engineering Department
PO Box 158
Cuttan, CA 95534
Attn: Ben Adams, Assistant Engineer**

Or email to: badams@humboldtcsd.org

Information is available on HCSD's website: (<http://humboldtcsd.org/public-notices>).

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. HCSD reserves the right to accept or reject an application, waive any non-material irregularities, and will be the sole judge of the responsiveness and responsibility of participating contractors.

If you have questions or need additional information, you can contact the department directly at engineer@humboldtcsd.org, or (707) 443-1340 ext. 225.

PRE-QUALIFICATION APPLICATION

1. **Name:** _____

Address _____

Telephone: _____ FAX: _____

Responsible Managing Employee/Officer: _____

1.1 Form of entity of Bidder, i.e., corporation, partnership, etc. _____

If a proprietorship, state the names of all proprietors:

1.2 Number of years your organization has been in business as a contractor: _____

1.3 Your organization's Federal Tax Identification Number: _____

2. Licensing

2.1 California Contractors License: Number: _____

Expiration Date: _____

License Classification(s): _____

2.2 Has a claim or other demand ever been made against your organization's California Contractors

License Bond? _____ Yes _____ No

3. Experience

Categories of work your organization typically performs: _____

4. **References** (Include name, contact person, telephone/fax number and address for each reference provided):

The undersigned declares and certifies that the responses to this Statement of Bidder's Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses.

Executed this ____ day of _____ 20____ at _____

(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct:

(Signature)

(Printed Name and Title)

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

I, _____, am the _____ of
(Print Name) (Title)

(Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Senate Bill (SB) 854, the Public Works Contractor Registration Program.
2. I am authorized to certify, and do certify, on behalf of Contractor that an annual registration fee has been paid and I am registered as eligible to bid and work on public works projects by doing all of the following:
 - A. Must have workers' compensation coverage for any employees and only use subcontractors who are listed public works contractors;
 - B. Must have Contractors State License Board license, if applicable to trade;
 - C. Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency;
 - D. Must not be under federal or state debarment;
 - E. Must not be in prior violation of this registration requirement once it becomes effective on July 1, 2023.
3. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of the Department of Industrial Relations (DIR), the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Public Works Contractor Registration Certification Law of California Senate Bill 854, Contractor may be subject to debarment in accordance with the provisions of California Labor Code §§1720, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Senate Bill 854 and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Public Works Contractor Registration Program.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____ this _____ day of _____, 20_____
(City and State)

(Signature)

(Typed or Printed Name)

Department of Industrial Relations Registration #: _____

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I am the
(Typed or Printed Name)

_____ of _____,
(Title) (Bidder Name)

the party submitting the foregoing Bid Proposal (“the Bidder”). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this ____ day of _____, 20____ at _____.

(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature

(Name Printed or Typed)

(Address)

(City, County and State)

(Area Code and Telephone Number)

CONTRACT FOR INFORMAL PUBLIC WORKS PROJECTS

SAMPLE ONLY

DO NOT FILL OUT AND SUBMIT WITH APPLICATION

This Contract ("Contract") is entered into this ___ day of _____, 20___ by and between HUMBOLDT COMMUNITY SERVICES DISTRICT ("District") and **Name of Contractor** ("Contractor") for the Work of the Project under the terms and conditions set forth in this Agreement and generally described as: **Project Description**. In consideration of the mutual covenants set forth herein, the Contractor and District agree as follows:

- A. In consideration of the payment of the sum of **State Dollars in Word** Dollars (**\$60,000 - 200,000**) ("the Contract Price"), the Contractor shall perform and complete the Work generally described as **Project Description**, as set forth in **Exhibit A**, attached hereto and incorporated herein.
- B. Contractor shall commence the Work on the date indicated in the Notice to Proceed issued by or on behalf of the District and shall complete the Work by **Date**.
- C. The location of the Work is **Location of Project**, ("the Site").
- D. Contractor and each Subcontractor shall procure and maintain for the duration of the contract, and for five (5) years thereafter, the following minimum insurance coverages:

Workers Compensation	Per applicable law
Employer's Liability	\$1,000,000
Commercial General Liability:	
Per Occurrence	\$5,000,000
Aggregate	\$10,000,000
Automobile Liability	\$1,000,000 bodily injury and property damage
Builder's Risk	Full Value of Work
Contractor's Pollution Liability: (optional: required when project involves environmental hazards)	
Per Occurrence	\$5,000,000
Aggregate	\$10,000,000
Seismic Coverage	Not Required

Refer to Terms and Conditions of Contract, Item 11 for detailed insurance requirements.

- E. The Contract Documents consists of this Contract for Informal Public Works Projects, the attached Contract Terms and Conditions, the Bid Proposal and other documents submitted by the Contractor to the District as a Bidder and the documents identified below. By executing this Contract, the Contractor acknowledges its receipt and review of the Contract Documents; based upon this review, the Contractor confirms that the Work can be completed for the Contract Price and within the Contract Time. The Contract Documents consist of:
 - Contract for Informal Public Works Projects
 - Public Works Contract Terms and Conditions
 - Non-Collusion Affidavit
 - Bid Proposal
 - Drug-Free Workplace Certification

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- Certificate of Worker’s Comp Insurance
- Public Works Contractor Registration Certification

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS’ STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS’ STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the District and Contractor have executed this Contract as of the day, month, and year first written above.

“DISTRICT”

“CONTRACTOR”

HUMBOLDT COMMUNITY SERVICES DISTRICT

Dated: _____

Dated: _____

By: _____
Heidi Benzonelli, Board President

By: _____
Name/Title: _____

By: _____
Terrence Williams, General Manager

Incorporated: ___ Yes ___ No

If yes, the State of incorporation is?

Approved as to content:

By: _____
[Name/Title of District Employee Contact]

Approved as to form:

By: _____
Ryan Plotz, District Legal Counsel

PUBLIC WORKS CONTRACT TERMS AND CONDITIONS

1. **Labor and Materials.** The Contractor shall furnish and pay for all labor, materials, equipment and services necessary to complete the Work in accordance with the Contract Documents. Unless otherwise expressly provided for in the Contract Documents, all materials, equipment and other items incorporated into the Work shall be new and of the most suitable grade and quality for the purpose intended. The Work is subject to tests/inspections as required by the Contract Documents. The Contractor shall afford the District, the Project Inspector, the Engineer and test/inspection services with access to the Work, wherever located and whether in place or in progress. All of the Work shall conform to the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations.
2. **Submittals.** The Contractor shall submit to the District Representative or the Engineer, as designated in the Contract Documents, shop drawings, product data and other submittals (collectively "Submittals") required by the Contract Documents promptly and in an orderly sequence while allowing sufficient time for review and comment. No portion of the Work requiring Submittals shall be performed until the required Submittals have been reviewed and accepted.
3. **Construction Schedule.** If required by the District, the Contractor shall prepare a Construction Schedule in such form and format as directed by the District. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the District. If a schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of the Work.
4. **Changes.**
 - 4.1 **Changes to the Work.** The District may, by written order, make Changes to the Work, issue additional instructions, and/or to add to or delete from the Work. No Change may be made without the prior written approval and direction of the District. Adjustments of the Contract Price or the Contract Time on account of a Change authorized hereunder will only be made by written Change Order duly executed by the Contractor and the District Representative. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change. Changes approved by the District shall be reduced to Change Order in the form and substance as set forth in Exhibit B hereto.
 - 4.2 **Substitutions.** No substitution of any specified item, product, material or system ("Specified Items") will be considered unless the Contractor submits a request to substitute Specified Items along with data substantiating the equivalency of the proposed substitution with the Specified Items not more than thirty-five (35) days after the date of award of the Contract to the Contractor. The District's acceptance or rejection of a proposed substitution shall be final. No substitution accepted by the District shall increase the Contract Price or the Contract Time; provided, however, if the cost to furnish/install an approved substitution is less than the specified Item, the Contract Price shall be reduced by such cost difference. If any Specified Items are identified in any portion of the Contract Documents as "District Standard Materials/Equipment" "match existing in use" or similar words/phrases, in accordance with Public Contract Code §3400, the District shall be deemed to have made a finding that such Specified Items are designated as "sole source" items designed to match existing and in use items. In accordance with Public Contract Code §3400, the District will not consider or accept alternatives or substitutions for any Specified Items so identified.

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5. **Payment Bond; Performance Bond.** Prior to commencement of Work, the Contractor shall obtain and deliver to the District a Payment Bond and a Performance Bond. Bonds required hereunder will be accepted by the District only if: (a) they are in the form and content included in the Contract Documents; (b) the Bonds are issued by and Admitted Surety Insurer under California law; and (c) in a penal sum equal to one hundred percent (100%) of the Contract Price.
6. **Safety; Security.** The Contractor shall comply with all applicable laws, ordinances, rules, or regulations pertaining to safety at the Site, including without limitation, implementation and enforcement of safety programs. The Contractor shall implement and maintain safety measures such as fencing, barricades, signs, lights and other precautions to prevent injury or death to persons or damage to property, as required or appropriate by the circumstances or the nature of the Work. The Contractor is responsible for securing the Site and Work in place or in progress (including materials/equipment/tools situated at the Site) to prevent theft, loss or damage.
7. **Internal Revenue Service Form W-9.** Contractor will provide an Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, as required by District to comply with regulations of the United States Department of the Treasury. District's Finance Department will provide Contractor with the required form. Contractor must complete and file the form with District before any payment for contracted services may be made.
8. **Labor.**
 - 7.1 **Prevailing Wage Rates; Hours of Work.** The Contractor and all Subcontractors shall: (a) pay their respective workers wage rates not less than the prevailing wage rate established for the classification, trade or work performed by each worker; (b) maintain complete and accurate payroll records for workers engaged in the Work; and (c) if requested by the District, provide Certified Payroll records as required by applicable laws. The Contractor and Subcontractors shall not permit any worker to provide more than eight (8) hours of work per day or forty (40) hours per week without additional compensation as mandated by law. The Contractor shall be subject to all penalties and assessments provided by law or regulation for violation(s) of the prevailing wage rate or hours of work requirements.
 - 7.2 **Apprentices. Apprentices,** if any engaged in performing any portion of the Work shall be in strict conformity with applicable laws, rules and regulations, including without limitation, Labor Code §§1777.5 through 1777.7, which are incorporated herein by this reference.
 - 7.3 **Competency and Discipline.** The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor and all other persons performing any part of the Work at the Site. Personnel of the Contractor or any Subcontractor shall be subject to removal from the Site for violations of applicable law or District policies. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work.
 - 7.4 **Superintendent.** The Contractor shall employ a Superintendent fluent in verbal and written English who shall be in attendance at the Site at all times during performance of Work at the Site. The Superintendent shall be deemed the Contractor's Representative for the Work; directions, instructions or other communications to or with the Contractor's Superintendent shall be deemed directions, instructions or communications to or with the Contractor.

9. **Subcontractors.**

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Contractor may not subcontract any portion of performance of the Contract without the prior written consent of the District. Any approved subcontractors are required to comply to the full extent applicable, with the terms and conditions of this Contract. Upon execution of this Contract, Contractor must furnish a separate schedule of names and addresses of subcontractors, if any, and must notify the District in advance if changes in subcontractors occur. The Contractor is responsible to the District for the acts, omissions and other conduct of Subcontractors. Each Subcontractor shall maintain Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract.

- 10. **Non-Discrimination.** The Contractor and its Subcontractors shall not discriminate against any active or prospective employee based upon race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability, age, or marital status. The Contractor and its Subcontractors shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.
- 11. **Notice.** Except as otherwise specified in this Contract, all notices to be sent pursuant to this Contract must be made in writing, and sent to the Parties at their respective addresses specified below or any other address a Party may designate by written notice delivered to the other Party. All notices must be sent by:
 - 11.1 Personal delivery, in which case notice is effective upon delivery; or
 - 11.2 Certified or registered mail, return receipt requested, in which case notice will be deemed delivered on receipt if delivery is confirmed by a return receipt; or
 - 11.3 Nationally recognized overnight courier, or USPS Express or Priority Mail, with tracking, with charges prepaid or charged to the sender’s account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
 - 11.4 Facsimile (FAX) transmission, in which case notice is deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by FAX is considered to have been received on the next business day if it is received after 5:00 p.m. recipient’s time or on a non-business day.

District: General Manager Humboldt CSD 5055 Walnut Drive Eureka, CA 95503 FAX: (707) 443-1890 Email: gm@humboldtcsd.org	Contractor: [Contractor Name] [Contractor Info Cont.] [Street Address] [City, State, Zip] [FAX number and/or email address]
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- 12. **Payment of the Contract Price.** The District will make payment of the Contract Price upon completion of the Work, the Contractor’s full performance of all other obligations under this Contract and the Contractor’s submission of a properly itemized invoice. Upon receipt of the Contractor’s invoice, the District Representative will promptly verify that the Work has been completed and that the Contractor has performed all other obligations hereunder. Within thirty (30) days of the District Representative’s confirmation of the completion of Work and the Contractor’s performance of other obligations hereunder, the District will make payment of the Contract Price. If the Contract Time is a duration of sixty (60) days or more, the Contractor may submit invoices on a monthly basis for the value of Work completed in the prior month, whereupon the District Representative will promptly verify that the Work has been completed as indicated in the Contractor’s invoice. Within thirty (30) days of the date of such verification, the District will make payment equal to ninety percent (90%) of

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the value of the Work completed. Within sixty (60) days of completion of all Work and all other of the Contractor's obligations hereunder, amounts previously retained from prior invoices will be released to the Contractor. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (a) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative; (b) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price; and/or (c) delivery of Certified Payroll records of the Contractor and Subcontractors. The District may withhold payment of the Contract Price if: (a) there are claims or the probability of claims being submitted by Subcontractor, Material Suppliers or others in connection with the Work; (b) defective or non-conforming Work which is not remedied; or (c) there are any uncured Contractor defaults. (optional: required when project involves environmental hazards) Notwithstanding any provision of the Contract Documents to the contrary, no payment will be made to the Contractor upon completion of the Work unless the Contractor has completed and submitted the form of Asbestos and Other Hazardous Materials Certification set forth in Attachment hereto.

13. **Insurance.** Contractor and its Subcontractors shall defend, indemnify and hold harmless Humboldt CSD, its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the work described herein, and 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 whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Humboldt CSD, its directors, officers, employees, and authorized volunteers.

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

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

- a) **General Liability - Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Humboldt CSD) or the general aggregate limit shall be twice the required occurrence limit.
- b) **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- c) **Workers' Compensation Insurance** - The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Humboldt CSD, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the Humboldt CSD; this provision applies regardless of whether or not the Humboldt CSD has received a waiver of subrogation from the insurer.

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- d) **Builder's Risk** – (Course of Construction) if necessary- insurance utilizing an “All Risk” (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provision. See **Responsibility of Work**
- e) **Contractor's Pollution Liability** – (optional: required when project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate

13.3 **Additional Insured Status:** Humboldt CSD, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.

- 14. **Indemnification.** Unless arising solely out of the active negligence or willful misconduct of the District, the Contractor shall indemnify, defend and hold harmless the District, the District's Board of Trustees and all members thereof and the District's employees, officers, agents and representatives from all claims, demands and liabilities, including without limitation, attorneys fees, which arise out of or related in any manner to this Contract or the Work. The Contractor's obligations hereunder include without limitation: (a) injury to, or death of, persons; (b) damage to property; (c) theft or loss of property; (d) Stop Notice claims; and (e) other losses, damages or costs arising out of, in whole or in part, of the acts, omissions or other conduct of the Contractor or Subcontractors. The Contractor's obligations hereunder shall survive termination of the Contract and/or completion of the Work, and are deemed incorporated into and made a part of the obligations of the Surety issuing the Performance Bond.
- 15. **District Right to Terminate.** The Contractor's failure to comply with any term or condition of the Contract Documents shall constitute default of the Contractor; in such event, the District may terminate the Contract upon ten (10) days' written notice to the Contractor. Unless the Contractor shall have commenced, and diligently thereafter prosecute to completion, all required actions to cure such default(s), this Contract shall be deemed terminated without further action of the District; such termination shall be effective the tenth (10th) day after the date of the District's written notice.

If the District terminates the Contract for default of the Contractor, the Contractor and the Performance Bond Surety shall be liable to the District for all losses, costs and damages arising out of the Contractor's default and costs to complete the Work which exceeds the remaining Contract Price at the time of termination. In addition to the preceding, the District may terminate this Contract at any time for the convenience of the District by written notice to the Contractor, in which case, the payment of the Contract Price shall be limited to the value of the Work in place or in progress at the time of the termination for the District's convenience.

- 16. **Warranty.** If within one (1) year, or such other period set forth in the Contract Documents, any of the Work or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall upon the District's demand, promptly take all measures necessary to correct, repair or replace such Work or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or repair such Work or workmanship at the cost and expense of the Contractor. The surety issuing the Performance Bond shall be liable to the District for correction, repair or replacement of defective/non-conforming Work if the Contractor fails or refuses to perform in accordance with the preceding.
- 17. **Tests/Inspections of the Work.** The Work shall be subject to tests/inspections as required by the Contract Documents. The Contractor shall be liable for excessive costs of tests/inspections which result from the Work not being ready for tests/inspections or the failure of the Work to comply with the applicable test/inspection standards. If the Work is subject to the jurisdiction of the Division of

SAMPLE ONLY

State Architect (“DSA”), all of the Work shall be subject to inspection/observation by the Project Inspector retained by the District under DSA regulations. The Project Inspector shall have access at all times to the Work, whether in place or in progress; the Contractor shall provide such access without adjustment of the Contract Price or the Contract Time.

18. Miscellaneous.

18.1 Disputes. The Parties agree to make a good faith attempt to resolve any dispute arising out of this Contract through mediation prior to commencing litigation. The Parties must mutually agree upon the mediator and divide the costs of mediation equally. Each dispute or claim arising out of this Contract shall be resolved in accordance with Public Contract Code §20104 et seq. The award rendered by the Arbitrator(s) (“Arbitration Award”) shall be final and binding upon the District and the Contractor only if the Arbitration Award is supported by applicable law and substantial evidence pursuant to California Code of Civil Procedure §1296 and includes findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 and Rule R-43 of the AAA Construction Industry Arbitration Rules. Any Arbitration Award that does not conform to the foregoing shall be invalid and unenforceable. The District and Contractor hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the award if, after review of the award, the Court determines either that the Arbitration Award is not supported by substantial evidence or that it is based on an error of law. Notwithstanding any claim or dispute arising out of this Contract or the Work, the Contractor shall continue to diligently perform the Work and prosecute the same to completion.

18.2 Governing Law; Venue. This Contract shall be governed by the laws of the State of California and the County of Humboldt. Any action arising from or brought in connection with this Agreement must be lodged in a court of competent jurisdiction in the County of Humboldt, State of California. This Contract shall be interpreted as a whole and not in favor of the District or the Contractor.

18.3 Successors. This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the District and the Contractor. The foregoing notwithstanding, the Contractor shall not assign this Contract, any right or obligation hereunder or any portion thereof.

18.4 Permits; Approvals. Unless otherwise expressly provided in the Contract Documents, the Contractor shall obtain and pay for all fees, permits or approvals necessary to complete the Work.

18.5 Waiver of Consequential Special Damages. Notwithstanding any right conferred by law or arising by operation of law, by executing the Contract, the Contractor expressly waives and relinquishes any and all right or entitlement to assert or recover any damages, losses or liabilities from the District which are in the nature of special or consequential damages, losses or liabilities arising out of or related in any manner to the District’s breach or default of its obligations under the Contract Documents.

18.6 Days. Unless otherwise stated in the Contract Documents, all references to “days” shall be deemed references to calendar days.

18.7 Severability. If any term, condition or provision of this Contract is deemed invalid, illegal or unenforceable by a Court of competent jurisdiction, such term, condition or provision shall be deemed severed herefrom, and all other terms, conditions and provisions hereof shall remain unaffected and in full force and effect.

SAMPLE ONLY

18.8 **No Third-Party Beneficiaries.** The Parties do not intend to create, and nothing in this Contract creates, any benefit or right in any third party.

18.9 **Entire Agreement.** This Contract and the Contract Documents enumerated herein constitute the entire agreement and understanding of the District and the Contractor concerning the subject matter hereof, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

PERFORMANCE BOND – 100%

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, The Humboldt Community Services District, County of Humboldt, State of California, by motion passed on _____, 20____, has awarded to:

_____ hereinafter designated as the "Principal," a contract for construction of _____.

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 Community Services District, hereinafter called the "Owner," to the penal sum of *(spell out dollars)* 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 bounden Principal, 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, 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.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety herein named, on the _____ day of _____, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

_____	_____
Principal	Surety
_____	_____
By	By
_____	Address of Surety:
Title	_____
_____	_____

LABOR AND MATERIAL PAYMENT BOND – 100%

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Humboldt Community Services District, County of Humboldt, State of California, by motion passed on _____, 20____, has awarded to:

Hereinafter designated as the “Principal,” a contract for construction of the _____.

WHEREAS, said principal is required to furnish a bond in connection with said contract, providing that if said Principal, or any of 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 thereof of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth;

NOW THEREFORE, we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the Humboldt Community Services District, hereinafter called the “Owner,” to the penal sum of *(spell out)* 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, its subcontractors, heirs, executors, administrators, successors, or assigns shall fail to pay any of the persons named in the State of California 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 its subcontractors pursuant to the Revenue and Taxation Code with respect to such work and labor as required by 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 attorneys’ fees, as shall be fixed by the court, awarded and taxed as in the above-mentioned statutes provided.

FURTHER, the said Surety, for value received hereby stipulates and agrees that no change, extension of time, 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.

IT WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety herein named, on the _____ day of _____, affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

_____	_____
Principal	Surety
_____	_____
By	By
_____	Address of Surety:
Title	_____

SAMPLE ONLY

DRUG-FREE WORKPLACE CERTIFICATION
(Part of Labor and Materials Contract)

I, _____, am the _____ of _____
(Print Name) (Title)

(Contractor Name)

I declare, state, and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and iv. The penalties that may be imposed upon employees for drug abuse violations;
 - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
 - D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
3. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____ this _____ day of _____, 20 ____.

(Signature)

(Typed or Printed Name)

WORKERS COMPENSATION CERTIFICATE

(Public Works Construction Project Contract between \$60,000 and \$200,000)

PROJECT: _____

I, _____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) provides: “Every employer except the state shall secure the payment of compensation in one or more of the following ways:
 - a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
 - b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”
2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

(Contractor Name)

By: _____
(Signature)

(Typed or Printed name)

SAMPLE ONLY

EXHIBIT B
HCS D PUBLIC WORKS CONTRACT CHANGE ORDER

Contractor:

Change Order #	Change Date	Amount	Requesting Dept.	Project Title	Account No.
			Engineering		

Change No.	Description	Amount
		Total: \$

Justification:

Requested by:	Signature:	Date:
Approved by:	Signature:	Date:

Contractor Representative:	Title:	Date:
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**VERIFICATION OF PRE-QUALIFICATION APPLICATION
(CHECKLIST)**

Applicant's Name: _____

1. Verification of Pre-Qualification Application Information:

- _____ Letter of Interest
- _____ Application Form
- _____ Compliance with 3.2 on Application Form
- _____ Compliance with 3.3 on Application Form
- _____ References provided – Compliance with 5 on Application Form
- _____ Non-Collusion Affidavit

2. Verification of Contractor's License Detail – Compliance with 2 on Application Form

- _____ License Status is Active
- _____ License Classification(s) Listed: _____
- _____ Bonding Information Verified
- _____ Workers' Compensation is Active, and no expired

3. Verification of Contractor's Registration with DIR:

Registration Number: _____