

Bid Package

Blue Lake Town Square G St. & First Ave. Improvement Project

Prepared for:

City of Blue Lake

P.O. Box 458
Blue Lake, CA 95525
707-668-5655



signed 7/13/2023

Jason Island, PE

Prepared by:



812 W. Wabash Ave.
Eureka, CA 95501-2138
707-441-8855

QA/QC:JGI

July 2023
022141

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APPROVALS

City of Blue Lake
Blue Lake Town Square
G St. & First Ave.
Improvement Project


City Manager:


Amanda Mager

7.12.23

(Date)

City Engineer


Mike K. Foget, PE

7/10/23

(Date)

SHN

812 W. Wabash Ave.
Eureka, CA 95501-2138
707-441-8855

SHN 022141

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City of Blue Lake
Blue Lake Town Square
Improvement Project

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PART I

INVITATION FOR BIDS

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City of Blue Lake
Blue Lake Town Square
Improvement Project

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PART I INVITATION FOR BIDS

The **City of Blue Lake** will receive sealed proposals at the City of Blue Lake City Hall, 111 Greenwood Avenue, Blue Lake, CA 95525 **until 2:00 p.m. on Thursday, August 17, 2023, for the Blue Lake Town Square Improvements Project.**

A Pre-Bid Meeting is scheduled to begin at the City of Blue Lake Offices, 111 Greenwood Avenue, Blue Lake, CA 95525 at 9:00 a.m. on Wednesday, July 26, 2023. A brief description of the project will be presented followed by a visit to the project site. The Pre-Bid Meeting is non-mandatory; however, all prospective Bidders are encouraged to attend.

Project Description: The work consists of, but is not limited to:

- Furnish all labor, materials, equipment, and incidentals and performing all work required to demolish existing concrete sidewalk and AC parking stalls.
- Remove and dispose of existing trees and planters; transplant existing trees; clear and grub grass area and regrade area.
- Demolish and replace existing water service line; demolish and replace existing sewer lateral; install new electrical service from existing power pole.
- Install new Portland Loo and water fountain.
- Install new Lita solar lights.
- Construct concrete parking stalls with marking, concrete sidewalk, rock stamped concrete patio, and brick stamped concrete patio.
- Install timber shade structure.
- Comply will all permits and regulations.
- Clean up and restore the project site.

The work site is located in the City of Blue Lake, Humboldt County, California. Proposals shall conform to the requirements of this Invitation for Bids, Instructions to Bidders, Plans and Specifications, and any Addenda thereto.

Compliance with General Prevailing Wage Determination made by the Director of Industrial Relations for Commercial Building, Highway, Heavy Construction, and Dredging projects in Humboldt County, current Determination as of the first date of bid solicitation will be required.

The project requires a Performance Bond for 100% of the bid amount, a Payment Bond for 100% of the bid amount, and insurance as outlined in these contract documents.

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

This project is funded by the California Department of Parks and Recreation.

The owner is the City of Blue Lake. The Contract Documents may be examined at the following locations:

City of Blue Lake
111 Greenwood Avenue
Blue Lake, CA 95525

Humboldt Builder's Exchange
1213 5th St.
Eureka, CA 95501

Copies of the Contract Documents may be obtained from the office of SHN, upon payment of Forty dollars (\$40.00) for each set. Please call 707-441-8855 for more information or to order the bid package. This cost does not include shipping and handling.

SHN
812 W. Wabash Avenue
Eureka, CA 95501-2138

Telephone: 707-441-8855
Fax: 707-441-8877
Internet: www.shn-engr.com
Email: jludtke@shn-engr.com

PART II

INSTRUCTIONS TO BIDDERS

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PART II

INSTRUCTIONS TO BIDDERS

1. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any requirement of Plans or Specifications, or finds any discrepancies in, or omissions from the Plans or Specifications, they may submit to SHN, 812 W. Wabash, Eureka, California 95501-2138, a written request for an interpretation or correction thereof. Requests by email can be made to Jordan Ludtke at jludtke@shn-engr.com up to 5 days prior to bid opening. Interpretations or corrections will be made by addenda to the Bid Package or by dated revisions to Plans with a copy of each addition or change being furnished to each known holder of a set of Project Plans and Specifications.

2. PREPARATION OF BID FORM

- 2.1 To receive consideration, bids must be submitted on the prescribed form prepared in accordance with instructions contained herein. All blank spaces for bid process or any other sums of money must be filled in, stating the amounts with unit prices and totals. The signatures of all persons signing shall be in longhand. The completed bid form should be without interlineations, alterations, or erasures. Any erasures or other changes must be initialed by the bidder or explained over their signature.
- 2.2 Bids shall not contain any recapitulation inserted by the bidder of the work to be done. Alternative proposals will not be considered unless specifically requested. No oral or telephone modifications will be considered.
- 2.3 All bids must be submitted in sealed envelopes that are externally labeled with the name of the bidder, their address, and the name of the work for which the bid is submitted. It is the sole responsibility of the bidder to see that their bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
- 2.4 Qualified bidders shall be required to have an active Class "A" Contractor's License.
- 2.5 Alternative bids are sums that may be added to or deleted from the base bid amount for the performance of the alternate work, as delineated in the notice inviting bids. All requested alternates shall be bid, or the bid will be considered non-responsive.

3. EXAMINATION OF SITE, DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS

- 3.1 Each bidder shall carefully examine the Plans, read the Specifications and the forms of other Contract Documents, and shall visit the site of the proposed work, to become fully informed as to all existing conditions and limitations that may affect the execution of the Work under the Contract and they shall include in the price bid, the cost of all incidentals and appurtenances. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document or failure to visit and become acquainted with conditions at the construction site, shall in no respect relieve the bidder from any obligation imposed by this bid or by the Contract.

- 3.2 The Plans for work will show the conditions as they are supposed or believed by the Engineer to exist, but it is neither intended nor to be inferred that the conditions as shown thereon constitute a representation by the Owner or the Owner's officers that such conditions are actually existent; nor shall the Owner or any of its officers or representatives be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the Plans and the actual conditions revealed during the progress of the Work or otherwise.
- 3.3 The Contractor's attention is directed to the possible existence of building features or fixtures that may be located within the limits of the Work or adjacent thereto and may or may not be shown on the Plans.
- 3.4 It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and quantities of work to be performed and materials to be furnished; and as to the requirements of these Plans and Specifications, and the Contract. It is mutually agreed that submission of a proposal shall be considered prima-facie evidence that the bidder has made such examination.

4. WITHDRAWAL OF PROPOSALS

A bidder may, without prejudice to itself, withdraw its proposal by telegraphic or written request received at the place of opening prior to closing time of receipts of proposals. Proposals must be firm for ninety (90) calendar days after date of opening, or until a contract is awarded and executed, whichever is earlier.

5. MODIFICATIONS OF PROPOSALS

A bidder may modify its proposals by written request or telegraphic communications at any time prior to closing time for receipt of proposals, provided that request is received at the place of opening prior to closing time, and in the case of telegraphic communications, provided a written confirmation thereof over the signature of the bidder is postmarked prior to said closing time and received at the place of opening within three (3) calendar days from said closing time. Any such modifications so received will be read aloud at the time and place of opening and reading proposals.

6. QUALIFICATIONS OF BIDDERS

Before a proposal is considered for award, the Owner may require the bidder to submit a statement of facts in detail as to its business and technical organization and financial resources. The Owner reserves the right to reject any proposal if it determines that the bidder's lack of successful experience with similar work; the business and technical organization, equipment, financial, and other resources of the bidder; prior reputation for poor work quality; or other difficulties with other Owners or municipalities justify such rejection

7. AWARD OF CONTRACT

- 7.1 The Contract will be awarded to the qualified bidder submitting an acceptable proposal that will result in the lowest cost, based upon the lowest Total Bid for the Work, providing the proposal is reasonable and it is in the interest of the Owner to accept it.
- 7.2 It is the intent of the Owner to award the Contract on the basis of Bidder's qualifications and the lowest Total Bid of all work required by the Plans and these Specifications; however, the Owner reserves the right to delete individual Bid Items from contract award at the Owner's sole option and discretion.

- 7.3 The Owner reserves the right, based on consideration of all factors involved, to reject any or all proposals and to waive any informalities in proposals received at Owner's sole option and discretion.
- 7.4 Such award, if made, will be made within thirty (30) calendar days after the opening of the proposals, and a Notice of Award will be sent to the successful Bidder.
- 7.5 It is the intention of the Owner to award the Contract for the Work in by Saturday, September 16, 2023, and issue the Notice to Proceed after the successful bidder has executed the Contract. The Work shall commence within ten (10) calendar days after the Notice to Proceed has been issued, and shall be executed at a rate that will ensure its completion within the time specified in these Contract Documents.
8. **AGREEMENT, BONDS, AND INSURANCE CERTIFICATES**
The form of agreement which the successful bidder, as Contractor, will be required to execute and the general form of the bonds and insurance certificates that the Contractor will be required to furnish at the time of execution of the agreement are included in the Contract Documents and should be carefully examined by the bidder. The agreement and bonds shall be executed in triplicate original counterparts.
9. **EXECUTION OF CONTRACT**
The Contract shall be executed by the successful bidder and returned together with the certificates as provided herein within ten (10) calendar days after the date of Notice of Award and submission of the Contract by the Owner to the successful bidder for execution.
10. **REGISTRATION OF CONTRACTORS**
All Bidders, including general contractors and specialty contractors shall hold such licenses as may be required by law of the State of California for the performance of the work specified in the Contract Documents. No bid will be accepted from a Contractor who does not hold a Class "A" license in accordance with the provisions of Section 3300 of the California Public Contract Code.
11. **DESIGNATION OF SUBCONTRACTORS**
All subcontractors doing work in excess of one-half of one percent (0.5%) of the total bid amount shall be designated on the blank form contained within this document.
12. **PATENT, ROYALTIES, AND FEES**
Bidders shall include in the total amount of their proposals all patent, royalties, and/or other fees for the use of any patented or un-patented invention, process, or article of appliance manufactured for or used in the construction of the Work.

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PART III

PROPOSAL AND CONTRACT FORMS

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**PART III
PROPOSAL AND CONTRACT FORMS
BID FORM**

TO: City of Blue Lake
Amanda Mager, City Manager
P.O. Box 458
Blue Lake, CA 95525

The undersigned, having become completely familiar with all the conditions affecting the cost of the work at the place where the work is to be done, and with the Plans, Specifications, Contract Documents, and Addenda thereto, prepared and issued therefore, hereby proposes and agrees to perform everything required to be performed and to provide and furnish any and all required labor, materials, tools, equipment, supervision, and all utility and transportation services necessary to complete in a professional manner the: Blue Lake Town Square Improvement Project for the following unit prices and or lump sums with the price for the Total Project Bid written in both words and figures:

Base Bid Schedule							
Bid Sheet							
Blue Lake Town Square Improvement Project							
Item No.	Construction Item	Units	Quantity	Unit Price		Total Item Price	
1.	Mobilization/Demobilization	Lump Sum	1	\$		\$	
2.	Erosion and Sediment Control	Lump Sum	1	\$		\$	
3.	Construction Staking	Lump Sum	1	\$		\$	
4.	Traffic Control	Lump Sum	1	\$		\$	
5.	Remove and Dispose of Existing Concrete Sidewalk	Cubic Yards	5	\$		\$	
6.	Sawcut, Remove, and Dispose of Existing AC	Cubic Yards	12	\$		\$	
7.	Transplant Existing Tree to New Location (± 2" Diameter)	Each	7	\$		\$	
8.	Remove and Dispose of Existing Water and Sewer Laterals	Lump Sum	1	\$		\$	
9.	Remove and Dispose of Existing Trees and Planters	Lump Sum	1	\$		\$	
10.	Rough Grade, Remove and Dispose of Soil	Lump Sum	1	\$		\$	
11.	Provide and Install New 4" ABS Sewer Lateral (Including Clean Out, Valve Box, and all Necessary Fittings)	Lineal Feet	105	\$		\$	

<p align="center">Bid Sheet Blue Lake Town Square Improvement Project</p>							
Item No.	Construction Item	Units	Quantity	Unit Price		Total Item Price	
12.	Provide and Install 3/4" Water Line (Tie into Existing)	Lineal Feet	310	\$		\$	
13.	Provide and Install ICV Box with 3/4" PVC Stub and Cap	Each	6	\$		\$	
14.	Provide and Install Water Valve Box	Each	1	\$		\$	
15.	Provide and Install Electrical Box	Each	3	\$		\$	
16.	Adjust Existing Water Valve Box to Grade	Each	1	\$		\$	
17.	Provide and Install Electrical Conduit	Lineal Feet	285	\$		\$	
18.	Connect Electrical to PG&E	Lump Sum	1	\$		\$	
19.	Provide and Install Wiring Receptacles and Service to Portland Loo and Splash Pad Per Manufacturer's Instructions	Lump Sum	1	\$		\$	
20.	Finish Grade Concrete and AC Subgrade and Landscape Area	Lump Sum	1	\$		\$	
21.	Provide and Install 6" Thick Stamped Concrete at Patio Area (Including 4" Class 2 AB)	Square Foot	3,450	\$		\$	
22.	Provide and Install 6" Thick Brick Stamped Concrete (Including 4" Class 2 AB)	Square Foot	550	\$		\$	
23.	Provide and Install 6" Thick Rock Stamped Concrete at Splash Pad (Including 4" Class 2 AB)	Square Foot	190	\$		\$	
24.	Provide and Install 6" Thick Concrete Valley Gutter (Including 4" Class 2 AB)	Square Foot	115	\$		\$	
25.	Provide and Install Base Model Portland Loo (Including Concrete Foundation, Anchor Bolts, Plumbing, and Electrical per Manufacturer's Instructions)	Lump Sum	1	\$		\$	
26.	Provide and Install Lita 14 ft 1P Solar Lights (Including Concrete Footing)	Each	3	\$		\$	
27.	Install Landscape Boulders (Owner Provided)	Lump Sum	1	\$		\$	
28.	Provide and Install 4" Thick Concrete ADA Sidewalk (Including 2" Class 2 AB and Truncated Domes)	Square Foot	145	\$		\$	
29.	Provide and Install 4" Thick Concrete Sidewalk with Vertical Curb (Including 2" Class 2 AB)	Square Foot	130	\$		\$	
30.	Provide and Install 6" Thick Concrete at ADA Parking (Including 4" Class 2 AB)	Square Foot	520	\$		\$	
31.	Provide and Install 3" Thick AC Patch at ADA Parking (Including Additional Class 2 AB to grade)	Square Foot	820	\$		\$	

<p align="center">Bid Sheet Blue Lake Town Square Improvement Project</p>							
Item No.	Construction Item	Units	Quantity	Unit Price		Total Item Price	
32	Striping and Signage at ADA Stalls (Including Wheel Stops)	Lump Sum	1	\$		\$	
33	Provide and Install Shade Structure (Including Concrete Footings)	Lump Sum	1	\$		\$	
34.	Provide and Install Native Grass Seed Mixture in Landscape Area	Square Foot	3,280	\$		\$	
	Base Bid Total					\$	

Assumptions

TOTAL BASE BID:

(in words)

(in figures)

Bids are to be submitted for the entire work.

Where the "Figures" shown under "Total Bid" disagree with the summation of the "Total Item Prices," the "Total Item Prices" shall govern.

Where the "Figures" shown under "Total Item Prices" disagree with the extension of the "Unit Prices," the "Unit Prices" shall govern.

In case of discrepancy between words and figures, the words shall prevail.

The above lump sum and unit prices shall include all labor, materials, equipment, mobilization, shoring, clean-up, supervision, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Owner intends to award the Contract to the lowest qualified Bidder. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding at Owner's sole option and discretion. The Owner reserves the right to delete individual Bid Items from contract award at the Owner's sole option and discretion.

Bidder acknowledges receipt of the following Addendum:

ADDENDUM NUMBER: _____

DATE: _____

The bidder agrees that this bid is good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that 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 bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure an advantage against the public body awarding the Contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted their 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 corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of the Non-collusion Affidavit.

The undersigned is aware of California Business and Professions Code 7028.15(e) and hereby states that all representations made herein are made under penalty of perjury.

Respectfully submitted:

Date:	_____	Bidder's Name:	_____
Address:	_____	Authorized Signature:	_____
	_____	Title:	_____
	_____	Type of Organization:	_____
Telephone #:	_____	(Individual Partnership,	
		or Corporation)	

Contractor's License #:	_____	Expiration Date:	_____	Date of License:	_____
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DESIGNATION OF SUBCONTRACTORS

The undersigned certifies that they have used the sub-bids of the following listed subcontractors in making up their bid, and that the subcontractors listed will be used for the work for which they bid, subject to the approval of the Engineer, and in accordance with the applicable provisions of these Specifications and Plans.

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

Date

Bidder's Name

Address

Authorized Signature

Telephone Number

Type of Organization
(Individual, Partnership, or Corporation)

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AGREEMENT

CONTRACT between the City of Blue Lake and _____ ("Contractor")
for the Blue Lake Town Square Improvement Project.

This CONTRACT is made and entered into this ____ day of _____, 20____, by and between the City of
Blue Lake, a municipal corporation ("City"), and _____ ("Contractor").

The parties agree as follows:

1. Scope of Services: Contractor agrees to furnish all equipment, labor, and materials to complete the installation of Americans with Disabilities Act (ADA)-compliant parking stalls, concrete walkway, and concrete ramp. Project will include demolition and removal of existing wooden and concrete walkway and ramp and AC parking stalls, excavation and backfilling, constructing new concrete parking stalls with marking, walkway and ramp, installing hand railing and guard railing, parking signs and markings, and relocate existing bicycle racks ("Project" or "Work"). All work shall be completed in accordance with the Contract Documents, including the Bid Proposal dated _____ and attached hereto.
2. Contract Documents Include: The contract documents include this Contract, all Plans and Specifications, the Notice Inviting Bids or Notice Inviting Quotes, the Bid or Quote, 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. Payment: Contractor shall submit monthly invoices for completed tasks. The City agrees to pay invoices within thirty (30) days upon receipt of invoice less five percent (5%) until approval and acceptance of completed project. The final invoice will be paid within thirty (30) days from the City's acceptance and approval of completed project. All payments are subject to final audit upon completion of services or other termination of this Contract.
4. Compensation: The City shall pay Contractor for services performed in accordance with this Contract according to the payment schedule contained in the Accepted Bid.
5. Commencement of Work, Schedule, Time for Completion: No work shall be performed or furnished under this Contract until the City has delivered a signed Contract and Notice to Proceed to the Contractor. The Contractor shall complete all ground disturbing Work by October 20, 2023 and shall complete the remaining Work by Wednesday January 31, 2024 (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, materials, equipment, and tools as will be sufficient, in the opinion of the City Representative, to perform required activities at a pace sufficient to complete the Work by the Completion Date. If in the opinion of the City Representative, the Contractor has failed or is failing to employ sufficient force, materials, equipment, and tools, or, to maintain adequate progress, the City

Representative may, at no additional cost to the City, 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 City Representative within two (2) workdays following the City Representative's order to increase progress.

6. Bonds and Surety Qualifications: If indicated below, Contractor shall, within fifteen (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 City, 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 City, within thirty (30) 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 City, for sixty (60) days after completion of the Work. All Bonds shall be furnished by the Contractor at their own cost and expense. All bonds shall be executed by such sureties as are admitted to transact surety insurance in the State of California. If an objection as to the sufficiency of an admitted surety on a bond is 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 Contractor, in performing Work, shall act as an independent contractor and shall have control of their 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 City, provided no conflict of interest is created. Contractor is not to be considered an agent or employee of City.
8. Insurance: All work shall be performed entirely at the Contractor's risk. Prior to the beginning of and throughout the duration of the Work, Contractor shall procure and maintain for the duration of the contract, and for a minimum of five (5) years after completion of all Work, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, their agents, representatives, employees, or subcontractors. All insurance carriers shall be admitted in the state of California and have an A.M. Best's rating of A- or better and minimum financial size VII. Coverage shall be at least as broad as the following minimum limits:
- (a) Commercial General Liability (CGL): Contractor shall obtain Commercial General Liability insurance no less broad than ISO form CG 00 01 with minimum limits of \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability. If Contractor maintains higher limits than the specified minimum limits required, City shall be entitled to coverage for the higher limits maintained by Contractor.
 - (b) Automobile Insurance: Automobile Liability insurance in the amount of \$1,000,000 combined single limit per accident to include coverage for owned, hired, and non-owned autos.

- (c) Workers Compensation Insurance: Statutory workers' compensation insurance and Employer's Liability insurance in the amount of \$1,000,000 per accident, \$1,000,000 Disease per employee, \$1,000,000 Disease per policy.
- (d) Verification of Coverage: Insurance, deductibles or self-insurance retentions shall be subject to City's approval. Original Certificates of Coverage with endorsements shall be received and approved by City before work commences, and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to City or increase the duration of the project.
- (e) Other Insurance Conditions:

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy 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 and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this project, Contractor's insurance coverage shall be primary, and any insurance or self-insurance maintained by City, its officers, officials, employees, and volunteers shall not contribute to it.

Contractor shall provide immediate written notice if: 1) any of the required insurance policies is terminated; 2) the limits of any of the required policies are reduced; 3) or the deductible or self-insured retention is increased.

The liability policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.

In the event Contractor employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of Contractor to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.

The worker's compensation insurer shall issue an endorsement waiving its right to subrogate against the City, its officers, officials, and employees.

- 9. Indemnity: Contractor shall hold harmless, defend and indemnify City, its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees that actually or allegedly arise out of the performance of the work described herein, 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 City its officers, officials, employees and volunteers.

10. Subcontracting:

- (a) Contractor shall comply with the Subletting and Subcontracting Fair Practices Act of Public Contracts Code Sections 4100 et seq.

Contractor shall submit to the City the following information as part of its bid proposal:

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 (0.5%) of the Contractor's total bid.

The portion of the Work to be done by each subcontractor: Contractor shall list only one subcontractor for each portion of the Work identified in the bid.

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.

Each subcontractor shall be obligated to Contractor and the City in the same manner and to the same extent as Contractor is obligated to the City 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.

Contractor shall furnish a copy of the Contract insurance and indemnity provisions to any subcontractor upon request. Upon request from the City, Contractor shall provide insurance certificates and endorsements of its subcontractors.

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.

11. 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 City Manager's Office, P.O. Box 458, Blue Lake, CA. Contractor and subcontractors will not pay less than the prevailing rates of wages. Contractor will post one (1) 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 City 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.

12. 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 them 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:

The information contained in the payroll record is true and correct.

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. 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:

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.

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

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

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.

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.

Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the City, 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.

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.

The Contractor shall inform the City of the location of the records enumerated under paragraph (a), including the street address, city and county, and shall, within five working days, provide a notice of change of location and address.

The Contractor or subcontractor shall have ten (10) 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, they shall, as a penalty to the City, forfeit One Hundred dollars (\$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.

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.

13. Audit of Records: Contractor shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the City or establishing the basis for an invoice, for a minimum of four (4) years from the date of final payment to Contractor. All such records shall be clearly identifiable. Contractor shall allow City representatives to inspect, examine, copy, and audit such records during regular business hours upon 24 hours' notice.
14. Hours of Work: Eight (8) hours labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times (1.5x) the basic rate of pay for work in excess of eight (8) hours during a calendar day or forty (40) hours during a calendar week of the foregoing hours.

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.

As a penalty to the City, 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 (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of Labor Code Sections 1810 through 1815.

15. 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 City.
16. Materials and Equipment: Unless otherwise specified, shown, or permitted by the City, materials and equipment incorporated in the Work shall be new. The City may request the Contractor to furnish manufacturer's certificates to this effect.

The Contractor must furnish adequate equipment and facilities to properly perform the Work in a professional 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 for equipment be exceeded.

Materials furnished and Work performed shall be subject to inspection and testing by City's authorized agents at City'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.

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.

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.

17. Permits and Licenses: Prior to execution of the Contract, the Contractor shall obtain and maintain throughout the contract period a valid City of Blue Lake business license. In addition, the City's Building Inspector will need to issue Building and/or Grading Permits. The City is obtaining these permits and will need to work with the contractor to ensure the conditions of the permits are satisfied. 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.

18. 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 professional 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 City, 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.

19. Apprentices: Contractor shall comply with the Labor Code concerning the employment of apprentices.

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 City 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.

20. City Representative: The City Representative, as designated by the City Manager for the City ("City 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.

21. Inspection:

- (a) The City Representative shall have access to the Work during construction and shall be furnished with reasonable facility for gaining knowledge of the progress, work quality and character of materials used and employed in the work.

When the Contractor varies the period during which Work is carried on each day, Contractor shall give notice to the City Representative so proper inspection may be provided. Work done in the absence of the City Representative is subject to rejection.

No materials shall be installed until approved by the City Representative. Installations to be backfilled shall be inspected and approved by the City Representative prior to backfilling. The Contractor shall give notice in advance of backfilling to the City Representative so proper inspection may be provided.

- (b) 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 City Representative and accepted.

22. 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 City 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 City Representative under this section, the City 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.

23. Errors Or Discrepancies Noted By Contractor:

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 City 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 City in writing of such conflict.

On receipt of any such notice, the City 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.

- 24. Cleanup: On completion of the Work, Contractor shall remove debris and surplus materials from the work site.
- 25. Guarantees: Contractor guarantees Work from defect in workmanship for the period of one year from the date of acceptance by the City and shall repair and replace such Work, together with other displaced work, without expense to the City, ordinary wear and tear, usual abuse or neglect excepted. City 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.
- 26. 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 City's employees, Contractor's employees, and third persons, on/or adjacent to the work site.

27. Termination: Contractor At Fault:

- (a) The City 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 City Representative, failure to adhere to the schedule of values as approved from time-to-time by the City Representative);
 - (2) Contractor's disregard of applicable laws and regulations;
 - (3) Contractor's repeated disregard of the authority or orders of the City 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 City, 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 City may deem expedient; or make demand on the performance bond surety to complete the Work. When the City 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 City 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 City arising out of or relating to completing the

Work or exercising its rights under this Section, Contractor will pay the difference to the City. When exercising any rights or remedies under this Section, the City 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 City may have against Contractor existing at the time of termination or which may later accrue. Any release of retention or payment by the City will not release Contractor from liability.

29. Termination: Contractor Not At Fault:

- (a) Upon five (5) days' written notice to Contractor, the City may, without cause and without prejudice to any other of the City'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 City 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 City 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 City Representative. Contractor shall cooperate with City with respect to providing information about the work in progress at the time of termination, as requested by the City Representative.
- (c) Upon termination of the Contract, City shall use reasonable efforts to determine and pay to Contractor within thirty (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 City 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 City Representative, are suitable and required to complete the Work; and the City 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 City Representative, the Contractor shall provide the City 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 City 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.

- 30. 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.
- 31. 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.
- 32. 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:

City of Blue Lake's Notice Address:
Attention: Amanda Mager, City Manager
111 Greenwood Road
PO Box 458
Blue Lake, CA 95525
(707) 668-5655

("Contractor") Notice Address:
Attention: _____

("Contractor" address)

("Contractor" phone number)

33. Assignment: Contractor shall not assign this contract or payments under this contract. Contractor and each subcontractor hereby assign to the City 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 City tenders final payment to Contractor.
34. Amendment: No waiver or modification of this Contract shall be valid unless agreed upon and signed by both the City and Contractor.
35. 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.
36. Uncontrollable Circumstances:
- (a) Upon Contractor's written request and submission of substantiating documentation of a delay resulting from an Uncontrollable Circumstance, the City 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:
 - (i) 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
 - (ii) 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.

- (iii) 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.
- (iv) 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.

37.

37. Extra, Changed Work:

- (a) The City 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 City 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 City, 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 City 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 City Representative upon their request.
- (c) When the City orders extra work and there is an agreement between the City and the Contractor to perform the extra work, the City may approve the method used by the Contractor to accomplish the work. At the request of the City, the method to be used shall be memorialized in writing prior to work being performed.

38. 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.

39. 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.

(Signatures on following page)

Executed in Blue Lake, California on _____

CITY:

Signature: _____

City Manager

Date: _____

By: _____

Signature: _____

Property and Special Projects Manager

Date: _____

Approved as to Form

By: _____

City Attorney

Date: _____

CONTRACTOR:

Firm Name: _____

By: _____

Signature: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Email: _____

Contractor's License #: _____

Employer Tax ID#: _____

DIR ID #: _____

By: _____

PERFORMANCE BOND-100%

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, The City of Blue Lake, County of Humboldt, State of California, by motion passed

_____, has awarded to _____,
herein after designated as the "Principal," a contract for construction of the **Blue Lake Town Square
Improvements Project**.

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, _____, and
_____, as Surety, are held and firmly bound unto the
City of Blue Lake, hereinafter called the "Owner," in 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 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 _____, 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: _____

PAYMENT BOND-100%

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, The City of Blue Lake, County of Humboldt, State of California, by motion passed

_____, has awarded to _____,

herein after designated as the "Principal," a contract for construction of the **Blue Lake Town Square Improvements Project**.

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 City of Blue Lake, hereinafter called the "Owner," to the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, 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.

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 _____, 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: _____

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: **Blue Lake Town Square Improvements Project.**

The Owner has considered the bid submitted by you for the above-described work in response to its Advertisement for Bids dated _____, 20____, and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$_____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required certificates of insurance within ten (10) calendar days from the date of receipt of this Notice.

If you fail to execute said Agreement and to furnish said certificates within ten (10) calendar days from the date of receipt of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this ____ day of _____, 20____,

Owner: _____

By: _____

Title: _____

Owner's Representative

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by:

this, the ____ day of _____, 20____.

By: _____

Title: _____

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NOTICE TO PROCEED

TO: _____

PROJECT DESCRIPTION: Blue Lake Town Square Improvement Project.

You are hereby notified to commence work in accordance with the Agreement dated _____, 20____, on or before _____, 20____. The date of completion of all work shall be by _____, 20____.

(The City of Blue Lake)

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of this above Notice to Proceed is hereby acknowledge by

this, the _____ day of _____, 20____.

By: _____

Title: _____

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BIDDER'S CHECKLIST

This checklist has been prepared and furnished to aid bidders, including all necessary supporting information with their bid. Bidder's submittals should include, but may not be limited to the following:

	ITEM	PAGE	CHECKED
1. Proposal (Bid)	_____	_____	_____
2. Designation of Subcontractors	_____	_____	_____
3. Acknowledgement of Addenda	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

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Plans

A

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City of Blue Lake Addendum Acknowledgement Form

Project Name: Blue Lake Town Square Project

Project No.: 022141

Addendum No.: 1 **Date of Addendum:** 7/19/2023

All Bidders for the subject project are hereby informed that this Addendum forms a part of the Contract Documents, and modifies the original drawings, specifications, and/or contract documents.

Receipt of this Addendum shall be acknowledged by all prime bidding contractors in the space below and on the form provided with the bidding documents.

By signing this form, the undersigned hereby acknowledges the receipt of this Addendum.

Firm Name: _____

Representative's Name: _____
*(this person must have legal authority
to enter into a bid for this firm)*

Business Address: _____

Business Phone No.: _____

Business Fax: _____

Representative's Signature: _____

Date Signed: _____

By signing, I represent that I have reviewed the specifications, plans, and contract documents, including this Addendum, and it is my opinion that this Addendum has provided clear communication as to the expectations of such.

*A COPY OF THIS ADDENDUM ACKNOWLEDGEMENT FORM
MUST BE PROVIDED WITH YOUR BID SUBMISSION.*

**City of Blue Lake
Blue Lake Town Square Project
Addendum-1**

Project Name: Blue Lake Town Square Project
Project No.: 022141
Addendum No.: 1 **Date of Addendum:** 7/19/2023
Project Manager: Mike Foget
Firm Name: SHN Consulting Engineers & Geologists, Inc.
Street Address: 812 W. Wabash Ave. **City, State Zip:** Eureka, CA 95501

The purpose of this Addendum is to issue clarifications, revisions, or corrections to the plans, specifications, or other Contract Documents for the aforementioned project.

All Bidders for the subject project are hereby informed that this Addendum forms a part of the Contract Documents, and modifies the original drawings, specifications, and/or contract documents.

Receipt of this Addendum shall be acknowledged in the space provided on the acknowledgement form included at the beginning of this Addendum and on the form provided with the Bidding Documents.

Bid Due Date: (no change) Date: August 17, 2023 Time: 2:00 pm

This Addendum consists of:

- 1-page Addendum Acknowledgement Form preceding this page to be returned with Bid Submittal
- 1-page This Addendum Summary

Bidder should confirm that all of the above items have been received.

This Addendum is being distributed as follows:

This Addendum is being e-mailed to all Planholders and Interested Parties. This Addendum is being published at all locations the bid documents are located.

I. THE FOLLOWING CLARIFICATION IS MADE TO THE ELECTRICAL SCOPE OF THE PROJECT:

Install 6-gauge wire for each 50-amp receptacle; install 10-gauge wire for the Portland Loo; install 10-gauge wire to the splashpad; install 12-gauge wire for each 20-amp receptacle.

END OF ADDENDUM

P:\Eureka\2022\022141-BL-TownSquare\IPUBS\rpts\BidPackage\20230719-BidAddendum-1.docx