

# **Contract Forms:**

- **Contract Agreement**
- **Performance Bond**
- **Payment Bond**
- **Notice of Award**
- **Notice to Proceed**
- **Change Order (Sample form)**
- **Progress Payment (sample form)**

## CONTRACT AGREEMENT

THIS AGREEMENT, MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, by and between the Humboldt Bay Municipal Water District, hereinafter called "Owner," and \_\_\_\_\_, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the construction of the Ruth Bunkhouse Remodel Project.
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The Contractor will commence the work required by the Contract Documents within sixty (60) calendar days after the date of the Notice to Proceed and will complete the same within the time provided in Section B-31 of the General Conditions, unless the period for completion is extended otherwise by the Contract Documents.
4. The Contractor agrees to perform all of the work described in the Contract Documents and comply with terms therein for the sum of \$ \_\_\_\_\_, or as shown in the Bid Schedule.
5. The Contract Documents consist of the Bidding Requirements, Contract Forms, Conditions of the Contract, the Specifications, and the Plans, including all modifications thereof incorporated into the documents before their execution, and including all other requirements incorporated by specific reference thereto. These form the Contract.
6. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations,
9. All Contractors and Subcontractors must furnish electronic certified payroll records directly to the California State Labor Commissioner (Division of Labor Standards Enforcement) via eCPR with the DIR and a copy to Owner.
10. Pursuant to Senate Bill 854, all contractors bidding on public works projects must register with the California State Department of Industrial Relations.

11. No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the California State Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. Bids will not be accepted from Contractors / Subcontractors who do not provide their DIR registration number to Owner. Contractors / Subcontractors shall maintain current DIR registration throughout the project.
12. The Contractor shall comply with and shall cause his Subcontractors to comply with all laws and regulations governing the Contractor's and Subcontractors' performance on this project, including, but not limited to: anti-discrimination laws, workers' compensation laws, prevailing wage laws as set forth in CA Labor Code, Sections 1720-1861 et seq. and licensing laws. The Contractor is required to include the prevailing wage language in all subcontracts pursuant to CA Labor Code 1775(E)(b)(1). The Contractor shall post, at appropriate conspicuous points on the site of the Project, a schedule showing all the determined general prevailing wage rates.
13. The Contractor agrees to comply with Labor Code Section 1775 (Payment of the Prevailing Wage Rates) and Labor Code 1776 (keeping accurate records) and Labor Code 1777.5, placing responsibility for compliance with the statutory requirements for all apprenticeable occupations on the prime contractor. The Contractor shall comply with the requirements imposed by the California Labor Code Sections 1720-1861 regarding public works projects and prevailing wage laws and Sections 16000-16800 of the CA Code of Regulations.
14. In accordance with the provisions of section 1720 et seq. of the Labor Code, the Division of Labor Standards and Research has determined the general prevailing rates or wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in section 1773.8.
15. It shall be mandatory upon the Contractor herein and upon any Subcontractor to pay not less than the said specified rates to all laborers, workers and mechanics employed by them in the execution of the Agreement pursuant to CA Labor Code 1774.
16. Attention is directed to the provisions in sections 1777.5 and 1777.6 along with 230.1, of the CA Labor Code concerning the requirement to employ apprentices by the Contractor or any Subcontractor under it.
17. Each worker required to execute the work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
18. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified.

19. Contractors and any Subcontractors shall be assessed penalties for violating the following labor codes: CA Labor Code 1813 for overtime, 1775 for underpayment of the prevailing wage, and 1776 for inaccurate or incomplete payroll records.
20. In response to Labor Code section 1773.3, the PWC-100 form has been completed by the awarding agency and provided to the Department of Industrial Relations on \_\_\_\_\_, 20\_\_\_\_, (required within five days of the award). This form allows contractors and subcontractors to upload electronic certified payroll records to the Labor Commissioner (required for all projects awarded on or after April 1, 2015).
21. The general prevailing rates of per diem wages, applicable to this contract, are on file at principal office of Owner.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in quadruplicate, each of which shall be deemed an original on the date first above written.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Contractor

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_

(Name of Surety)

\_\_\_\_\_

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Humboldt Bay Municipal Water District

828 Seventh Street, Eureka, California 95501

(Address of Owner)

hereinafter called Owner, in the penal sum of

\_\_\_\_\_ (\$ \_\_\_\_\_) in lawful  
money of the United States, for the payment of which sum well and truly to be made, we bind  
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain contract with the Owner, dated \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, a copy of  
which is hereto attached and made a part hereof for the construction of:

Ruth Bunkhouse Remodel Project

NOW, THEREFORE, If the Principal shall well, truly and faithfully perform its duties, all the  
undertaking, covenants, terms, conditions, and agreements of said contract during the original  
term thereof, and any extensions thereof which may be granted by the Owner, with or without  
notice to the Surety and during one year (minimum) guaranty period, and if he shall satisfy all  
claims and demands incurred under such contract, and shall fully indemnify and save harmless  
the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall  
reimburse and repay the Owner all outlay and expense which the Owner may incur in making  
good any default, then this obligation shall be void; otherwise to remain in full force and effect.  
PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees

that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal  
\_\_\_\_\_  
(Principal) Secretary  
By \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety  
ATTEST:  
By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Witness as to Surety  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_

(Name of Surety)

\_\_\_\_\_

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Humboldt Bay Municipal Water District

828 Seventh Street, Eureka, California 95501

(Address of Owner)

hereinafter called Owner, in the penal sum of

\_\_\_\_\_ (\$ \_\_\_\_\_), in lawful  
money of the United States, for the payment of which sum well and truly to be made, we bind  
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain contract with the Owner, dated \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_, a copy hereto  
attached and made a part hereof for the construction of:

Ruth Bunkhouse Remodel Project

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,  
subcontractors, and corporations furnishing materials for or performing labor in the prosecution  
of the work provided for in such contract, and any authorized extension or modification thereof,  
including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on  
machinery, equipment and tools, consumed or used in connection with the construction of such  
work, and all insurance premiums of said work, and for all wages and fringe benefits of labor,  
performed in such work, whether by subcontractor or otherwise, then this obligation shall be  
void; otherwise to remain in full force and effect.



PROVIDED, FURTHER, that the said Surety for value received hereby stipulated and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness as to Surety

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

NOTE: Date of bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT:

Ruth Bunkhouse Remodel Project

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated \_\_\_\_\_ and Information for BIDDERS

You are hereby notified that your BID has been accepted for the items in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

You are required by the Information for BIDDERS to execute the Agreement and furnish the required Contractor's certificates of insurance within Twenty-one calendar days from the date of this Notice is received by you.

If you fail to execute said Agreement and to furnish said INSURANCE within Twenty-one (21) days from the date of receipt of this Notice, said OWNER will be entitles to consider all your rights arising out of the OWNERS acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The Owner will be entitles 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 \_\_\_\_\_, 2018

Owner: Humboldt Bay Municipal Water District

By \_\_\_\_\_ Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

\_\_\_\_\_  
(Name of Contractor)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_ Title \_\_\_\_\_



**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT:

Ruth Bunkhouse Remodel Project

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_, on or before \_\_\_\_\_, 20\_\_\_\_, and you are to complete the work within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all work is therefore \_\_\_\_\_, 20\_\_\_\_.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Owner Humboldt Bay Municipal Water District

By \_\_\_\_\_ Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

\_\_\_\_\_  
(Name of Contractor)

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_ Title \_\_\_\_\_





**CHANGE ORDER #**

**PROJECT: Humboldt Bay Municipal Water District  
Ruth Bunkhouse Remodel Project**

**CONTRACTOR:** \_\_\_\_\_

**Description of Change:**

Adjustment of Contract Sum		Adjustment of Contract Completion Date	
Original Sum of Contract	\$ -	Original Contract Completion Date	
Prior Adjustments	\$ -	Prior Adjustments in Calendar Days	
Contract Sum Prior to this Change	\$ -	Adjustment in Calendar Days for this Change Order	
Adjustment for this Change	\$ -	Revised Contract Completion Date	
Revised Contract Sum	\$ -		

**Note:**  
CONTRACTOR WAIVES ANY CLAIM FOR FURTHER ADJUSTMENTS FOR THE CONTRACT SUM RELATED TO THE ABOVE DESCRIBED CHANGE IN THE WORK.

**RECOMMENDED BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
Superintendent

**APPROVED BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
Owner

**ACCEPTED BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
Contractor











