



CITY OF FORTUNA
ROHNER CREEK FLOOD CONTROL, SEISMIC AND
HABITAT IMPROVEMENT PROJECT

Addendum No. 1

The purpose of this Addendum is to modify the Contract Documents for the subject project.

This Addendum, including attachments, shall become part of said Contract Documents.

Each bidder shall acknowledge receipt of this addendum in their bid proposal.

THE FOLLOWING ITEM REFERS TO PART 1B – BID AND CONTRACT FORMS (PHASE B):

Item 1. REVISION:

Replace pages 39–54 with the attached pages which correctly reference **Phase B**.

THE FOLLOWING ITEM REFERS TO PART 3 - TECHNICAL SPECIFICATIONS:

Item 2. REVISION:

Replace table in subsection 1.16 (A) *Construction Water* of Section 01 50 00 (Page 01 50 00-7), with the following table:

Optional Sources		Contact (Owner)	Available Volume	Notes
1	Nuisance water encountered during excavation	NA	Undefined	Water withdrawal shall comply with project permits
2	City Potable Water System	City	Undefined As needed for project use	Contractor to pay City standard rate and withdrawal from approved hydrant with backflow prevention/meter Contractor may draw water at no charge at a hydrant location approved by the City and the City will provide a meter for tracking water usage
3	Other unidentified sources	TBD	TBD	To be approved by Construction Manager

End of Addendum No. 1

July 1, 2016

Jeremy Svehla, P.E.

Date

BID BOND

_____ (“Bidder”) has submitted a bid, dated _____, 20____ (“Bid”), to the City of Fortuna (“Owner”) for work on **PHASE B** of the Rohner Creek Flood Control, Seismic and Habitat Improvements Project (“Project”). Under this duly executed bid bond (“Bid Bond”), Bidder as Principal and _____, its surety (“Surety”), are bound to Owner as obligee in the penal sum of ten percent of the maximum amount of the Bid (the “Bond Sum”). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with the Owner in accordance with the terms of the Bid.
2. **Submittals.** Within ten days following issuance of the notice of award to Bidder, Bidder must submit to Owner the following:
 - 2.1 **Contract.** The executed Contract, using the form provided by Owner in the Project contract documents (“Contract Documents”);
 - 2.2 **Payment Bond.** A payment bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;
 - 2.3 **Performance Bond.** A performance bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents; and
 - 2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents, and any other documents required under the Instructions to Bidders.
3. **Enforcement.** If Bidder fails to execute the Contract and to submit the bonds and insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to Owner. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

4. **Duration; Waiver.** If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise it will remain in full force and effect for 90 days following award of the Contract or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code Sections 2819 and 2845.

This Bid Bond is entered into and effective on _____, 20_____.

SURETY:

s/ _____

Name: _____

Title: _____

(Attach Acknowledgement, Notary Seal, and Attorney-In-Fact Certificate)

CONTRACTOR:

s/ _____

Name: _____

Title: _____

CONTRACT

This public works contract ("Contract") is entered into by and between the City of Fortuna ("Owner") and _____ ("Contractor") for work on **PHASE B** of the Rohner Creek Flood Control, Seismic and Habitat Improvements Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform work on the Project, and on _____, 20____, Owner authorized award of this Contract to Contractor for the amount of Contractor's bid.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the following:
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment and Performance Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Drawings and Specifications;
 - 2.10 Change Orders, if any;
 - 2.11 Notice of Award;
 - 2.12 Notice to Proceed;
3. **Contractor's Obligations.** Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. **Payment.** As full and complete compensation for Contractor’s timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, Owner will pay Contractor

_____ Dollars
 (\$ _____) (the “Contract Price”), in accordance with the payment provisions in the General Conditions.

5. **Time for Completion.** Contractor will fully complete the Work for the Project within one hundred twenty (120) calendar days from the commencement date given in the Notice to Proceed (“Contract Time”). By signing below, Contractor expressly waives any claim for delayed early completion.

6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, Owner may assess liquidated damages in the amount of One Thousand, Six Hundred Dollars (\$1,600) for each day of unexcused delay in completion, and the Contract Price shall be reduced accordingly.

7. **Labor Code Compliance.**

7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers’ compensation insurance.

7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.

7.3 **DIR Registration.** Owner will not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations (“DIR”) to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.

8. **Workers’ Compensation Certification.** Under Labor Code Section 1861, by signing this Contract, Contractor certifies as follows: “I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract.”

9. **Notice.** Any notice, billing, or payment required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

	Owner	Contractor
Name	City of Fortuna	
Address	P.O Box 545	
City/state/zip	Fortuna, CA 95540	
Phone	(707) 725-1469	

Fax	(707) 725-7651	
Attn:	Merritt Perry	
Email	mperry@ci.fortuna.ca.us	
Copy to:	Linda McGill, City Clerk lmcgill@ci.fortuna.ca.us	

10. General Provisions.

- 10.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without Owner's written consent. This Contract is binding on Contractor's successors and permitted assigns.
- 10.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.
- 10.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court of the County in which the Project is located, and no other place.
- 10.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 10.5 Integration; Severability.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between Owner and Contractor. If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract Documents will remain in full force and effect.
- 10.6 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code Section 313.

[Signatures are on the following page.]

The parties agree to this Contract as witnessed by the signatures below:

OWNER:

Approved as to form:

s/ _____

s/ _____

Name/Title [print]

Name/Title [print]

Date: _____

Date: _____

CONTRACTOR:

s/ _____

Name/Title [print]

Date: _____

s/ _____

Name/Title [print]

Date: _____

Contractor's Calif. License Number(s)

Seal:

Expiration Date(s)

PAYMENT BOND

The City of Fortuna ("Owner") and _____ ("Contractor") have entered into a contract, dated _____, 20__ ("Contract") for work on **PHASE B** - Rohner Creek Flood Control, Seismic and Habitat Improvements Project ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to Owner as obligee in an amount not less than (\$ _____) ("Bond Sum"), under California Civil Code Sections 9550, et seq.
2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay any of the persons named in California Civil Code Section 9100 amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its Subcontractors, under California Unemployment Insurance Code Section 13020, with respect to the work and labor, then Surety will pay for the same.
3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code Section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code Sections 2819 and 2845. Owner waives requirement of a new bond for any supplemental contract under Civil Code Section 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of the County in which the Project is located, and no other place. Surety will be responsible for Owner's attorneys' fees and costs in any action to enforce the provisions of this Bond.
7. **Effective Date; Execution.** This Bond is entered into and is effective on _____, 20_____. Three identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

[Signatures are on the following page]

SURETY:

s/ _____

Name: _____

Title: _____

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

s/ _____

Name: _____

Title: _____

APPROVED BY OWNER:

s/ _____

Name: _____

Title: _____

PERFORMANCE BOND

City of Fortuna ("Owner") and _____ ("Contractor") have entered into a contract, dated _____, 20____ ("Contract") for work on **PHASE B** - Rohner Creek Flood Control, Seismic and Habitat Improvements Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, the Contractor as Principal and _____, its surety ("Surety"), are bound to Owner as obligee for an amount not less than Dollars (\$_____) (the "Bond Sum"). By executing this Bond, Contractor and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, to the provisions of this Bond.
2. **Surety's Obligations; Waiver.** If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void upon recordation of the notice of completion, provided Contractor has timely provided a warranty bond as required under the Contract. Otherwise Surety's obligations will remain in full force and effect until expiration of the one year warranty period under the Contract. Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code Sections 2819 and 2845.
3. **Application of Contract Balance.** Upon making a demand on this Bond, Owner will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by Owner to the Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which Owner is entitled under the terms of the Contract.
4. **Contractor Default.** Upon written notification from Owner that Contractor is in default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:
 - 4.1 Arrange for completion of the Work under the Contract by Contractor, with the Owner's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
 - 4.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to Owner, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense, or
 - 4.3 Waive its right to complete the Work under the Contract and reimburse Owner the amount of Owner's costs to have the remaining Work completed.
5. **Surety Default.** If Surety defaults on its obligations under the Bond, Owner will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.

6. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

7. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court for the County in which the Project is located, and no other place. Surety will be responsible for Owner's attorneys' fees and costs in any action to enforce the provisions of this Bond.

8. **Effective Date; Execution.** This Bond is entered into and effective on _____, 20____. Three identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

[Signatures are on the following page.]

SURETY:

s/ _____

Name: _____

Title: _____

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

s/ _____

Name: _____

Title: _____

APPROVED BY OWNER:

s/ _____

Name: _____

Title: _____

WARRANTY BOND

City of Fortuna ("Owner") and _____
("Contractor") have entered into a contract, dated _____, 20____ ("Contract") for
work on **PHASE B - Rohner Creek Flood Control, Seismic and Habitat Improvements Project**
("Project"). The Contract is incorporated by reference into this Warranty Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____
_____, its surety
("Surety"), are bound to Owner as obligee in the maximum amount of 15% of the final
Contract Price
2. **Warranty Period.** The Contract requires Contractor to guarantee its work and that of its
Subcontractors on the Project, against defects in materials or workmanship which are
discovered during the one year period commencing with recordation of the Notice of
Completion (the "Warranty Period").
3. **Surety's Obligations.** If Contractor faithfully carries out and performs its guarantee under
the Contract, and, on due notice from Owner, repairs and make good at its sole expense
any and all defects in materials and workmanship in the Project which are discovered
during the Warranty Period, or if Contractor promptly reimburses Owner for all loss and
damage that Owner sustains because of Contractor's failure to makes such repairs in
accordance with the Contract requirements, then Surety's obligations under this Bond will
be null and void. Otherwise, Surety's obligations will remain in full force and effect.
4. **Waiver.** Surety waives the provisions of Civil Code Sections 2819 and 2845.
5. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and
delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to
this Bond will be venued in the Superior Court in which the Project is located, and no other
place. Surety will be responsible for Owner's attorneys' fees and costs in any action to
enforce the provisions of this Bond.
7. **Effective Date; Execution.** This Bond is entered into and is effective on _____,
20_____. Three identical counterparts of this Bond, each of which is deemed an
original for all purposes, are hereby executed and submitted.

SURETY:

Principal Principal

By: _____
Surety

By: _____
Attorney-in-Fact

By: _____
California Resident Agent

By: _____
Non-resident Agent – Attorney-in-Fact

(Attach Acknowledgment with Notary Seal and Power of Attorney)

BIDDER'S QUESTIONNAIRE

PHASE B - Rohner Creek Flood Control, Seismic and Habitat Improvements Project

Submission of a completed Bidder's Questionnaire with the sealed bid is required for the above-referenced project ("Project"). Owner may use the completed Questionnaire to evaluate the Bidder's qualifications for this Project. The Questionnaire must be filled out completely, accurately, and legibly. Any errors, omissions, or misrepresentations in completion of the Questionnaire may be grounds for rejection of the bid or termination of a Contract awarded pursuant to the bid.

Part 1: General Information

Contractor Name: _____ ("Contractor")

Check One: Corporation
 Partnership
 Sole Proprietorship
 Joint Venture of: _____
 Other: _____

Address: _____

Phone: _____

Fax: _____

Owner of Company: _____

Contact Person: _____

Contractor's License Number(s): _____

Part 2: Contractor Experience

1. How many years has Contractor been in business under its present business name?

2. Has Contractor completed projects similar in type and size to this Project as a general contractor? _____

3. Has Contractor ever been disqualified on grounds that it is not responsible? If yes, provide additional information on a separate sheet of paper regarding the disqualification, including the name and address of the agency or owner of the subject project, the type and size of the project, the reasons that Contractor was disqualified as not responsible, and the month and year in which the disqualification occurred. Circle one: YES NO

4. Has Contractor ever been terminated from a construction project, either as a general contractor or as a subcontractor? If yes, provide additional information on a separate sheet of paper regarding the termination, including the name and address of the agency or owner of the subject project, the type and size of the project, whether Contractor was under contract as a

general contractor or a subcontractor, the reasons that Contractor was terminated, and the month and year in which the termination occurred. Circle one: YES NO

5. Provide information about Contractor's past projects performed as general contractor as follows:

- 5.1 Six (6) most recently completed public works projects within the last three (3) years;
- 5.2 Three (3) largest completed projects within the last three (3) years; and
- 5.3 Any project which is similar to this Project.

6. Use separate sheets of paper provide all of the following information for each project identified in response to the above three categories:

- 6.1 Project Name
- 6.2 Location
- 6.3 Owner
- 6.4 Owner Contact (name and current phone number)
- 6.5 Architect or Engineer Name
- 6.6 Architect or Engineer Contact (name and current phone number)
- 6.7 Construction Manager (name and current phone number)
- 6.8 Description of Project, Scope of Work Performed
- 6.9 Initial Contract Value (at time of bid award)
- 6.10 Final Cost of Construction (including change orders)
- 6.11 Original Scheduled Completion Date
- 6.12 Time Extensions Granted (number of days)
- 6.13 Actual Date of Completion
- 6.14 Number and amount of Stop Notices or Mechanic's Liens filed
- 6.15 Amount of liquidated damages assessed against Contractor
- 6.16 Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner

Part 3: Verification

In signing this document, I, the undersigned, declare that I am duly authorized to sign and submit this Bidder's Questionnaire on behalf of the named Contractor, and that all responses and information set forth in this Bidder's Questionnaire and accompanying attachments are, to the best of my knowledge, true, accurate and complete as of the date of submission. **I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Signature: _____ Date: _____

By [name, title]: _____

For [name of Contractor]: _____