

**CRESCENT CITY HARBOR DISTRICT  
AGREEMENT FOR  
ELECTRICAL MAINTENANCE SERVICES**

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**1. IDENTIFICATION OF PARTIES.**

- a. Owner: Crescent City Harbor District  
101 Citizen's Dock Road  
Crescent City, CA 95531
  
- b. Contractor: [name] / Lic. No. \_\_\_\_\_  
[address]  
[city, state, zip]

- 2. **TERM.** This Agreement has a term of two years commencing with the date of execution. The Owner has the right to renew this Agreement, in its sole discretion, for an additional two years. Owner reserves the right to terminate this Agreement upon 30 days' written notice without cause.
  
- 3. **SCOPE OF WORK.** The scope of work to be completed under this Agreement is the provision of electrical maintenance services, including electrical repairs and new installations to Owner's infrastructure on both a scheduled and emergency basis. Contractor will be "on call" on a 24-hour basis for any emergency that may occur, including weekends and holidays. Electrical maintenance services may consist of a variety of tasks including, but not limited to, the installation and wiring of light fixtures, repair of communication conduits, installation and maintenance of powers systems, and other electrical related issues as they arise. "Electrical maintenance services" includes the furnishing of all labor, materials, tools, equipment, supplies, services, and incidental and customary work necessary to competently perform electrical maintenance at various Harbor District locations. All work is to be completed in a workmanlike manner according to standard industry practices. Contractor will be assigned to perform all electrical maintenance work that does not exceed \$45,000 during the term of the Agreement and all non-maintenance electrical work when the individual project does not exceed \$45,000. All electrical maintenance and non-maintenance work in excess of these identified amount must be put out to bid pursuant to the Public Contract Code.
  
- 4. **CONTRACT PRICE.** Owner will pay Contractor for services and materials rendered and other applicable costs at the rates included **Exhibit A**, attached hereto and incorporated herein by this reference.
  
- 5. **PREVAILING WAGE.** Contractor is required to comply with the requirements of the California Labor Code and the California Code of Regulations regarding prevailing wages. Prevailing wage rates and other requirements apply to all "public works" and "maintenance" jobs. Contractor agrees to pay prevailing wages for all work performed under this Agreement.
  
- 6. **PAYMENT TERMS.** Contractor must submit monthly invoices detailing the work performed, the workers who performed work, the hourly rates, the cost for materials, and any other costs

charged to Owner. Owner shall remit payment within 30 days for any undisputed amounts charged. The parties agree to work in good faith to resolve any billing disputes.

- 7. CONTRACTOR'S REPRESENTATIONS.** Contractor represents that Contractor has familiarized itself with the work site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, or performance of the scope of services. Contractor represents that it is duly licensed to perform the work as required by state and local laws and regulations.
- 8. PERSONNEL.** Contractor will provide competent, suitable personnel to perform the work under this contract and at all times must maintain good discipline and order at the work location.
- 9. SAFETY.** Contractor is responsible for initiating, maintaining and supervising all safety precautions in connection with the work. Contractor must comply with all applicable laws and regulations relating to the safety of persons or property. Interruptions to the flow of vehicular traffic must be kept to a minimum.

## **10. INSURANCE POLICY REQUIREMENTS.**

10.1 MINIMUM COVERAGE. Contractor must maintain throughout the term of this agreement, the following types of insurance in the following minimum amounts:

10.1.1 Workers' Compensation	Per California State Law
10.1.2 Employer's Liability	\$1 million per accident for BI/Disease
10.1.3 Commercial General Liability	\$1 million per occurrence for BI/PI/PD
10.1.4 Automobile (owned and hired)	\$1 million per accident for BI/PD

### **10.2 OTHER PROVISIONS**

- 10.2.1 CGL/Auto: The Crescent City Harbor District, its elected and appointed officers, officials, employees, and agents are to be covered as additional insureds on the CGL and automobile policies with respect to liability arising out of work or operations performed by Contractor including materials, parts, or equipment furnished in connection with such work and automobiles owned, leased, hired, or borrowed by Contractor.
- 10.2.2 Claims: For any claims related the work performed under this Agreement, Contractor's insurance coverage must be primary insurance as respects the Owner, its elected and appointed officers, officials, employees and agents. Any insurance or self-insurance maintained by Owner, its elected and appointed officers, officials, employees and agents will be in excess of the Contractor's insurance and will not contribute with it.
- 10.2.3 Cancellation: Each insurance policy required under this Agreement must provide that coverage will not be cancelled, except with advance written notice to Owner.

10.3 WAIVER OF SUBROGATION. Contractor hereby waives rights of subrogation that any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be

necessary to effect this waiver of subrogation. The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of the Owner for all work performed by Contractor.

10.4 VERIFICATION OF COVERAGE. Contractor must furnish Owner with original certifications and amendatory endorsements, or copies of the applicable insurance language, effecting the coverages required by this Agreement. All certificates and endorsements must be received by Owner prior the commencement of work. Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements at any time.

**11. INDEPENDENT CONTRACTOR.** Contractor is operating as an independent contractor and not as an employee of the Owner. Neither Contractor nor any of its employees are eligible to receive any of the rights or benefits otherwise available to Owner's employees. Contractor is free from the direction and control of Owner over the means and manner of performing services under this agreement, subject only to the right of Owner to specify the desired results. Contractor is solely responsible for payment of all taxes, fees, and salaries due its employees as required by law or other agreement.

**12. ASBESTOS AND HAZARDOUS WASTE.** If Contractor encounters asbestos or other hazardous materials, Contractor shall immediately stop work and allows the Owner to obtain a duly qualified asbestos and/or hazardous materials Contractor to perform the necessary work.

**13. COMPLIANCE WITH LAWS.** In connection with the performance by Contractor of duties pursuant to his contract, Contractor shall comply with all state, county and local laws, ordinances and regulations.

**14. INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless Owner, its commissioners, officers, employees and agents against any loss, liability, cost, expense, or damages of any kind whatsoever that arises out of or results from the performance of work under this contract but only to the extent caused in whole or in part by the acts or omissions of Contractor, its employees or agents.

**15. GOVERNING LAW.** This agreement is to be construed and interpreted in accordance with the laws of the State of California.

**IN WITNESS WHEREOF,** Owner and Contractor have caused this agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at Crescent City, California.

**OWNER:** Crescent City Harbor District

**CONTRACTOR:** [name]

\_\_\_\_\_  
By: Charles Helms, CEO/Harbormaster

\_\_\_\_\_  
By: \_\_\_\_\_