

**CONTRACT DOCUMENTS
& SPECIAL PROVISIONS**

for

**Twin Lakes Church
Seawater Intrusion Prevention Pilot
Recharge Well Project
Aptos, CA**

CWO 17-504

TO BE USED IN CONJUNCTION WITH
SCWD STANDARD SPECIFICATIONS AND STANDARD PLANS
DATED AUGUST 2, 1994.



November 2018

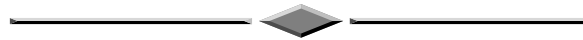
SOQUEL CREEK WATER DISTRICT
5180 Soquel Drive, Soquel CA 95073

BID OPENING: December 4, 2018 at 2:00 PM

SOQUEL CREEK WATER DISTRICT SANTA CRUZ COUNTY, CALIFORNIA

BOARD OF DIRECTORS

Dr. Bruce Daniels	President
Dr. Thomas LaHue	Vice President
Dr. Bruce Jaffe	Director
Carla Christensen	Director
Rachel Lather	Director



Ron Duncan	General Manager
Robert E. Bosso	District Counsel
Taj A. Dufour	Engineering Manager/ Chief Engineer
Traci Hart	Board Clerk

These contract documents and specifications were approved and adopted by the Soquel Creek Water District, Santa Cruz County, California by Resolution on November 6, 2018.

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Division One through Four for these contract documents are located in the Soquel Creek Water District Standard Specifications and Standard Plans, adopted by the Board of Directors on August 2, 1994.

SCWD Standard Specifications and Standard Plans are available on-line at <https://www.soquelcreekwater.org/capital-improvement-projects/plans-and-specs> (For more information, please call 831-475-8500.)

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Division Five contains the General Special Provisions and conditions that relate to this project. The sections relating to Special Provisions and their page locations in this contract document are listed in the “Special Provisions Table of Contents.

DIVISION SIX-SPECIAL PROVISIONS

Division Six (Section 600) contains the Special Provisions and conditions that relate to this project. The sections relating to Special Provisions in this contract document are listed in the Division Six Table of Contents.

DIVISION SEVEN-TECHNICAL SPECIFICATIONS

Division Seven (Section 700) contains the Technical Specification for this project. The sections relating to Technical Specification in this contract document are listed in the Division Seven Table of Contents.

**PUBLIC NOTICE
SOQUEL CREEK WATER DISTRICT
SANTA CRUZ COUNTY, CALIFORNIA**

***NOTICE INVITING SEALED PROPOSALS*
TWIN LAKES CHURCH
SEAWATER INTRUSION PREVENTION PILOT RECHARGE WELL PROJECT
APTOS, CALIFORNIA
CWO 17-504**

NOTICE IS HEREBY GIVEN that sealed Bids will be publicly opened, examined, and announced by the Soquel Creek Water District, Santa Cruz County, California, on December 4, 2018 at the hour of 2:00 PM and reported at the December 18, 2018 District Board Meeting.

Bids may be delivered or mailed to the Secretary of the Board, 5180 Soquel Drive, Soquel, CA 95073 or Post Office Box 1550, Capitola, CA 95010.

The work includes drilling a 40-inch diameter x 50 ft deep borehole, installing a 34-inch diameter x 50 ft deep conductor casing, drilling a 1,000 ft deep x 18-inch diameter pilot hole, reaming the borehole to 30-inch diameter for 230 ft and to 26-inch diameter to an approximate depth of 870 ft below grade, and constructing the 16-inch diameter stainless steel well. Other work includes constructing a temporary water treatment system for discharge of well development water, developing the well, aquifer testing, video survey, disinfection and site clean-up. The work also includes site grading, access driveway, tree removal and other work as specified.

Work will be done and progress payments made in cash in accordance with the plans and specifications approved by the Board of Directors on November 6, 2018 and the Standard Specifications and Standard Plans adopted by the Board of Directors August 2, 1994.

The Engineer's Estimate is \$1,300,000.

A pre-bid meeting will not be held. A site visit prior to bidding is mandatory for the contractor to be qualified to bid on the project (refer to Site Visit Affidavit).

All of said work is to be done at the places and in the particular locations, of the form, sizes and dimensions and of the materials, and to the lines and grades and at the elevations as shown on the plans and specifications made therefore and approved by the Owner.

In accordance with Labor Code 1771, the Owner hereby advises all bidders that:

1. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under California Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

4. The Owner will provide notice to the DIR of the award of this Contract within five (5) days of Award.

Furthermore, all bidders are hereby notified that the successful bidder shall:

1. Employ the appropriate number of apprentices on the job site as set forth in California Labor Code 1777.5;
2. Provide Workers' Compensation coverage, as set forth in California Labor Code Sections 1860 and 1861;
3. Keep and maintain the records of work performed on the public works project, as set forth in California Labor Code Section 1812;
4. Keep and maintain the records required under California Labor Code Section 1776 which shall be subject to inspection pursuant to California Labor Code Section 1776 and California Code of Regulations, Division 1, Chapter 8, Subchapter 3, Article 6, Section 16400 (e);
5. Submit electronic certified payroll records required under California Labor Code Section 1776 to the Labor Commissioner pursuant to California Code of Regulations Chapter 8, Section 16404; and
6. Be subject to other requirements imposed by law.

CALIFORNIA WAGE RATE REQUIREMENTS: In accordance with the provisions of the California Labor Code Sections 1770, 1773, 1773.1, 1773.6 and 1773.7 as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the Work is to be performed. A copy of said wage rates is available on-line at www.dir.ca.gov/DLSR/PWD. It shall be mandatory upon the Contractor to whom the Work is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the Work.

Funding has been provided in full or in part through an agreement with the State Water Resources Control Board using funds from Proposition 1.

The Board of Directors reserves the privilege of rejecting any and all bids or to waive any irregularities or informalities in any bid, or in the bidding process.

No bidder may withdraw their bid for a period of sixty (60) days after bids are opened, within which time an award will be made.

Bids shall be submitted in sealed envelopes clearly marked on the outside:
**“BID TO CONSTRUCT TWIN LAKES CHURCH SEAWATER INTRUSION
PREVENTION PILOT RECHARGE WELL PROJECT”
BID OPENING: DECEMBER 4, 2018 @ 2:00 PM”**

Plans and Specifications may be obtained at the Office of the Soquel Creek Water District, 5180 Soquel Drive, Soquel, CA 95073, or on-line at <http://www.soquelcreekwater.org/capital-improvement-projects/current-projects-out-bid>, after November 7, 2018 1 PM..



Dated: November 6, 2018

Taj A. Dufour
Engineering Manager/Chief Engineer

BID FORM

To the:

Date: _____

Soquel Creek Water District
Attn: Clerk of the Board
5180 Soquel Dr.
Soquel, CA 95073

Name of Bidder: _____

Business
Address: _____

The undersigned as bidder declares that it has purchased a complete set of the Project Manual and carefully examined the location of the proposed work, the Contract Documents, and the plans and specifications therein referred to, and the bidder proposes and agrees if this proposal is accepted, that it will contract with the Owner and hereby proposes to furnish all labor, materials, necessary machinery, tools, apparatus, and other means of construction and services, and do all the work specified in the Contract Documents in the manner and time hereinafter set forth required for the construction of the work involved in the improvements designated as:

CWO 17-504

**TWIN LAKES CHURCH SEAWATER INTRUSION PREVENTION
PILOT RECHARGE WELL PROJECT**

ADDENDUM RECEIPT: The receipt of the following Addenda to the Contract Documents is acknowledged:

<u>Addendum No.</u>	<u>Dated</u>	<u>Acknowledged</u>	<u>Signature</u>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The bidder proposes and agrees to contract with the Owner to perform all the above work,

including subsidiary obligations as defined in said specifications for the prices indicated in the **PROPOSAL**.

Further in submitting its bid, the undersigned Bidder understands and agrees that the Total Base Bid amount is determined by the sum total of all bid item amounts in the Bid Schedule with respect to the unit bid item amounts. Bid Items include all work as defined in Section 700, **TECHNICAL PROVISIONS**. No base bid items will be excluded from the awarded contract. If award is made, it will be based on the lowest responsive, responsible bid whose Total Base Bid. The Bid prices shall remain valid until Award of the Contract.

Only one contract will be awarded.

The undersigned has filled in all information required herein and understands that failure to do so is grounds for rejecting the bid by the Owner.

The Owner reserves the right to change, delete or add new work to the Contract as per the terms of the General Conditions of the Contract Documents and applicable law.

The undersigned has checked carefully all the above figures and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal. In case of an inconsistency or conflict between the item prices and the total submitted by the bidder, the item prices shall govern.

The undersigned understands that the Owner reserves the sole right to reject any or all bids and to waive any informality in any bid in accordance with California law. Award will be made, if any, which, in the judgment of the Owner, is in the best interest of the Owner.

It is agreed that this proposal may not be withdrawn within the Award period time as specified in **NOTICE INVITING SEALED PROPOSALS**, except as allowed in Public Contract Code 5103.

In accordance with the Specifications, the undersigned further agrees to so plan the Work and to prosecute it with such diligence that said Work shall be commenced within ten (10) days after the date of issuance of the Notice to Proceed and shall be completed within the time specified Section 503, **Contract Time Allowed for Completion**.

The undersigned agrees, if awarded the Contract, that there shall be paid by the undersigned and by all subcontractors under him, to all laborers, workers and mechanics employed in the execution of such Contract or any subcontract thereunder, not less than the general prevailing rate of per diem wages, and rates for overtime and legal holidays in the locality in which the Work is to be performed, as ascertained and determined, pursuant to California Labor Code Sections 1770, 1773, 1773.1, 1773.6, and 1773.7 as amended. The Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the Work is to be performed. A copy of said wage rates is available on-line at www.dir.ca.gov/DLSR/PWD. It shall be mandatory upon the Contractor to whom the Work is awarded and upon any subcontractor under the Contractor to pay not less than said specified rates to all workers employed by them in the execution of the Work. Said prevailing rate of per diem wages will be made available to any interested party upon

request, and a copy thereof shall be posted at the job site by the Contractor.

The representations made herein, including the bidder's licensing information hereinafter furnished, are made under penalty of perjury. The undersigned understands that any bid not containing said licensing information, or containing any information which is subsequently proven false, may be considered non-responsive, and may be rejected by the Owner and/or be a basis for determining the bidder not responsible or eligible to perform the project.

Signed _____
Name _____

Contractor _____
By _____
Title _____

Contr. License No. _____
License Classification _____
Expiration Date _____
Dated _____
Address _____

Telephone _____

DIR Registration Number _____
Registration Date _____
Expiration Date _____

CERTIFICATES. Shall be attached to the bid form and submitted with the bid.

- A. Bids by corporations must be executed in the corporate name by the president, a vice-president, or other corporate officer. Such Bid shall be accompanied by the enclosed Certificate of Authority to sign, attested by the secretary or assistant secretary. The corporate address and state of incorporation must appear below the signature.
- B. Bids by partnerships must be executed in the partnership name and be signed by a managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the partnership must appear below the signature.
- C. Bids by joint venture must be executed in the joint venture name and be signed by a joint venture managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the joint venture must appear below the signature. Additionally, the Bid shall bind all parties to the joint venture.
- D. If the Bid is made by an individual, bidder's name, signature, and post office address must be shown.

Name of Bidder: _____

BID PROPOSAL CERTIFICATE

A. The undersigned represents, warrants and certifies as follows:

Check Applicable Box:

_____[ENTITY] Contractor is a corporation, limited liability company, partnership, or limited partnership duly organized, validly existing and in good standing under the laws of the State of California and has all requisite power and authority to submit this bid and to complete the work in accordance with the Contract Documents if awarded the contract for the work.

_____[INDIVIDUAL] Contractor is an individual who has all requisite power and authority to submit this bid and to complete the work in accordance with the Contract Documents if awarded the contract for the work.

B. The undersigned represents, warrants and certifies to Owner that all action and other authorizations, resolutions and proceedings required to be taken by or on behalf of Contractor for the authorization, execution, delivery of the bid, the execution of the construction contract and the performance of all work contemplated herein has been taken prior to the delivery of the bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed in _____, California, on _____, 20__.

Contractor Name

By:

Print Name

Title

PROPOSAL

THE TWIN LAKES CHURCH SEAWATER INTRUSION PREVENTION PILOT RECHARGE WELL PROJECT CWO 171-504



Bid Date: December 4, 2018 @ 2:00 PM
SOQUEL CREEK WATER DISTRICT

All of the proposal items below shall include all labor, materials, tools, equipment, and incidental costs for each item complete, in place, in accordance with the Standard Specifications and Standard Plans, and the Project Special Provisions, Technical Provisions, Technical Specifications, and Project Plans.

Bid Item No.	Description	Units	Quantity	Unit Bid Price	Bid Price
1. A.	Site Clearing and Grubbing to include Tree and Root Removal, per Site Plans.	Lump Sum	1		
1. B.	Site Grading to include Temporary Driveway/Construction Entrance, per Site Plans	Lump Sum	1		
1. C.	Erosion Control, per Site Plans	Lump Sum	1		
1. D.	Temporary Above Ground Piping and Connections, per Site Plans	Lump Sum	1		
2	Mobilization and Demobilization	Lump Sum	1		
3	34-inch Surface Casing	Linear Feet	50		
4	Pilot Hole Drilling	Linear Feet	950		
5	Geophysical Logging	Lump Sum	1		
6	Cement Grout Pilot Hole	Linear Feet	130		
7	Depth-Specific Water Quality Sampling and Testing	Each	4		
8	Reaming 30-Inch Borehole	Linear Feet	180		
9	Reaming 26-Inch Borehole	Linear Feet	640		
10	Caliper Survey	Lump Sum	1		
11	16-Inch Diameter SS Blank Casing	Linear Feet	382		

Bid Item No.	Description	Units	Quantity	Unit Bid Price	Bid Price
12	16-Inch Diameter SS Well Screen	Linear Feet	470		
13	4-Inch Diameter Camera Port Pipe and Casing Entrance Box	Linear Feet	217		
14	3-inch Diameter Sounding Pipe and Casing Entry Box	Linear Feet	207		
15	2-Inch Diameter Glass Bead Feed Tube	Linear Feet	502		
16	3-Inch Diameter Glass Bead Feed Tube	Linear Feet	122		
17	Glass Bead Filter Pack	Linear Feet	740		
18	Intermediate Bentonite Seal	Linear Feet	35		
19	Grout Surface Seal	Linear Feet	90		
20	Plumbness and Alignment Testing	Lump Sum	1		
21	Air-Lift Swabbing	Hourly	47		
22	Install/Remove Test Pump with 2 ½ -Inch Diameter Access Tube	Lump Sum	1		
23	Development and Test Pumping	Hourly	80		
24	Spinner/Flow Profile Logging	Lump Sum	1		
25	Final Water Quality Testing	Lump Sum	1		
26	Install/Remove Injection Equipment	Lump Sum	1		
27	Injection Testing All Well Screens	Lump Sum	1		
28	Spinner/Injection Flow Profile Logging	Lump Sum	1		
29	Injection Testing BC (deeper) Well Screens	Lump Sum	1		
30	Injection Testing A (shallower) Well Screens	Lump Sum	1		
31	Television Well Survey	Lump Sum	1		
32	Pilot Injection Well Disinfection and Capping	Lump Sum	1		
33	Site Clean Up	Lump Sum	1		
34	Authorized Drill Rig Standby Time	Hourly	12		

Bid Item No.	Description	Units	Quantity	Unit Bid Price	Bid Price
Total Bid Price:					

Signature of Bidder _____

Title _____

Date _____

PROPOSAL IS ASSUMED TO BE VALID FOR 90 DAYS UNLESS OTHERWISE NOTED

It is understood that the foregoing quantities herein this document are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation will be computed upon the basis of the actual quantities in the completed work whether they be more or less than those shown and based on the unit price.

Soquel Creek Water District reserves the right to award the Work to the lowest responsible bidder based on any single schedule or combination of schedules of bid items deemed by the District in its sole discretion, to be in the District's best interest.

**CERTIFICATION OF BIDDER'S
EXPERIENCE AND QUALIFICATIONS**

(To Accompany Bid)

The undersigned Bidder certifies that it is, at the time of bidding, and shall be, throughout the period of the contract, licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the Contract Documents. Bidder further certifies that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents.

The Bidder represents that it is competent, knowledgeable, and has special skills concerning the nature, extent, and inherent conditions concerning the work to be performed. Bidder further acknowledges that there are certain inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

A. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

If the answer to any of questions 1 through 3 is “no”, or if the answer to any of questions 4 through 7 is “yes”, the Bidder will be deemed ineligible or not responsible for purposes of the Contract.

1. Bidder possesses a valid and current California Contractor's license as required for the project for which it intends to submit a bid.
 Yes No
2. Bidder will comply with and provide all insurance as defined in Section 503.5, Insurance Requirements, and Section 503.6, Hold Harmless and Indemnification.
 Yes No
3. Bidder has current Workers' Compensation insurance coverage as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
 Yes No
4. Has your contractor's license been revoked at any time in the last five (5) years?
 Yes No
5. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?
 Yes No

6. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

Yes No

7. At any time during the last five (5) years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes No

B. COMPANY EXPERIENCE

The Bidder has been engaged in the contracting business, under the present business name for _____ years and has experience in work of a nature similar to this project which extends over a period of _____ years (Bidder must show at least five (5) years of related experience).

The Bidder, as a Contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

For the District to consider the Bidder properly experienced in work of similar nature to this project, the Bidder must submit a list of wells he has constructed that measure at least 1,000 feet in depth, which are of similar diameter and design as the Twin Lakes Church Seawater Intrusion Prevention Pilot Recharge Well.

The Bidder can include project(s) currently under construction, but only the total amount paid by the Owner(s) as of three (3) months prior to the bid date on uncompleted project(s) can be included in construction volume for purposes of this certification. The Bidder is allowed to list up to a maximum of five (5) projects of the types listed above. Any projects listed below which are not as defined above will not be considered by the District in meeting this experience requirement.

Bidder also certifies that Bidder self-performed at least sixty percent (60%) of the Work on each of the projects listed below. The District considers this level of past self-performance demonstrates a benefit to a Project in terms of better control of cost, schedule and safety.

If the Bidder is a Joint Venture of two or more companies, each participant in the Joint Venture shall meet this prior project experience requirement and provide project information for each Joint Venture participant in the format below.

1. **Project Name:** _____
Owner: _____
Construction Cost: \$ _____
Well Depth and Type: _____
Construction Time: _____ **Calendar Days**
Owner's Representative: _____
Owner's Telephone No.: _____
Date of Substantial Completion: _____

2. **Project Name:** _____
Owner: _____
Construction Cost: \$ _____
Well Depth and Type: _____
Construction Time: _____ **Calendar Days**
Owner's Representative: _____
Owner's Telephone No.: _____
Date of Substantial Completion: _____

3. **Project Name:** _____
Owner: _____
Construction Cost: \$ _____
Well Depth and Type: _____
Construction Time: _____ **Calendar Days**
Owner's Representative: _____
Owner's Telephone No.: _____
Date of Substantial Completion: _____

4. **Project Name:** _____
Owner: _____
Construction Cost: \$ _____
Well Depth and Type: _____
Construction Time: _____ **Calendar Days**
Owner's Representative: _____
Owner's Telephone No.: _____
Date of Substantial Completion: _____

5. **Project Name:** _____
Owner: _____
Construction Cost: \$ _____
Well Depth and Type: _____
Construction Time: _____ **Calendar Days**
Owner's Representative: _____
Owner's Telephone No.: _____
Date of Substantial Completion: _____

C. SAFETY QUALIFICATION CRITERIA

The following information will be used to determine satisfaction of the minimum safety requirements for this project. To qualify to bid and be awarded the project, the contractor's three year average Workers' Compensation Experience Modification Rate (EMR) must not be greater than 1.0 (100%). The Bidder shall list its Experience Modification Rate for the last three complete years (available from your insurance carrier).

<u>Year</u>	<u>EMR</u>
_____	_____
_____	_____
_____	_____

Three Year Average = _____

To verify the above information, the District will contact the Bidder's Workers' Compensation Insurance carrier. The Bidder shall authorize its carrier to release this information. Failure to release this information will result in the bid being deemed non-responsive and/or result in a determination that the Bidder is not eligible/responsible for purposes of the Project.

Worker's Compensation Insurance Company: _____

Contact Person for Insurance Company: _____

Telephone Number: _____

Signed this _____ day of _____, 2018.

Name of Bidder

Contractor's License No.

Expiration Date

Signature of Bidder

Title of Signatory

***** END OF SECTION *****

AFFIDAVIT OF SAFETY COMPLIANCE
(To Accompany Bid)

The Contractor hereby acknowledges Authority concerns regarding safety at its facility and at the Project worksite. The Contractor shall conduct its operations to eliminate or reduce hazards and risks associated with Contractor's activities, to prevent accidents and injuries, and to prevent property damages. Therefore, strict compliance with all of the most current safety, health and environmental regulations (federal, state and local) is required. Non-compliance with these regulations may result in suspension or termination of work in progress.

The Contractor's Safety Programs must accomplish the foregoing objectives. The Contractor certifies that its Safety Programs comply and will satisfy these requirements. The Contractor also certifies that each Subcontractor and Sub-subcontractors and other parties with which it has agreements to perform work on the Project worksite will also comply and will satisfy these requirements.

The mandatory (and other) Contractor Safety Programs are delineated in Part A of the attached Contractor Safety Operations Requirements. The Contractor further certifies that it can furnish satisfactory evidence of compliance.

The Contractor further acknowledges that its Subcontractors and Sub-subcontractors will provide all Safety Compliance documents in accordance with Specification Section 501.2 "Safety Compliance," and the "Contractor's Safety Operations Requirements" contained herein prior to the Subcontractor or Sub-subcontractor commencing work at the site.

Signature of Authorized Representative

Type/Print Name of Bidder

Type/Print Representative's Name

Type/Print Title

Date

(Certificate of Acknowledgment to be executed by Notary on following page)

Name of Bidder _____

CERTIFICATE OF ACKNOWLEDGEMENT

State of California	}	
	}	ss
County of	}	
On _____		before me _____,
a Notary Public, personally appeared _____		Name(s) of Signer(s)
who proved to me on basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.		
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.		
WITNESS my hand and official seal.		

Signature of Notary		Place Notary Seal Above

CONTRACTOR'S SAFETY OPERATIONS REQUIREMENTS

PART A - Safety Programs

Please indicate below whether your firm has the following written safety programs. If any of the programs listed do not apply to your operations or this project, please make note of this in the "Comments" column. Include any information that you think would be helpful to us in making this assessment. Those programs that are indicated as mandatory must be available for review before commencing work on this project. Other safety programs may be requested if it is later determined that they are applicable to the Project, and as such, must be made available for review upon request.

Program <input type="checkbox"/>		Do you have a written program?		Program meets Cal/OSHA Criteria		Sub will provide	Have project employees been trained?		Is the training documented?		Comments <input type="checkbox"/>
		Yes	No	Yes	No		Yes	No	Yes	No	
Mandatory											
YES	Injury and Illness Prevention										
YES	Hazard Communication										
	Confined Space Operations										
	Respiratory Protection										
	Emergency Response										
	Hearing Conservation										
	Lockout/Tagout										
	New Employee Orientation										
YES	Excavation Safety										
	Code of Safe Practices										
YES	Personal Protective Equipment										
YES	Drugs/Alcohol										
YES	Traffic Control Safety										
	Fall Prevention Plan ⁽¹⁾										

¹ If conventional fall protection measures cannot be used.

CONTRACTOR'S SAFETY OPERATIONS REQUIREMENTS

PART B - Safety Equipment - Identify what safety equipment will be available and used for this project.

Type	Description/Comments
[] Gas detectors	
[] Ventilation equipment	
[] Approved harnesses and lanyards	
[] Mechanical hoists	
[] Fire extinguishers	
[] First aid kits	
[] Respirators	
[] Hard hats	
[] Hearing protectors	
[] Safety goggles	
[] Steel toed footwear	
[] Hand protection	
[] Fall protection	
[]	
[]	

PART C - Specialized Training and Certification - Identify the areas of specialized training or certification that will have been completed by employees who will be assigned to this project. Be prepared to provide documentation as requested.

[]	CPR/first aid	[]	Confined space operations and rescue	[]	Scaffolding
[]	Fork lift operation	[]	Respirators [] Air-Supplying [] Air-Purifying	[]	Flagging
[]	Cranes/hoists operation	[]	Trenching and shoring competent person	[]	Trench Shoring
[]	Heavy equipment operation	[]	Welding	[]	
[]	Powder-actuated tools use	[]	Asbestos abatement	[]	

PART D - Jobsite Safety Practices

1. Name of person who will have responsibility for jobsite safety?

2. Who will be responsible for conducting and documenting accident investigations? Does your company perform near-miss investigations? Please provide sample copy of investigation forms.

3. How often are jobsite safety audits or inspections performed, and by whom?

4. Does the person who is responsible for jobsite safety have authority to take immediate action to correct unsafe conditions of work practices?

5. How often are jobsite tailgate or toolbox safety meetings held?

6. Briefly describe how you will ensure that workers comply with our safety programs and Cal/OSHA requirements?

7. Please list any Cal/OSHA citations and penalties you have received in the last three years.

8. Have there been any on-the-job fatalities in the last five years? If yes, please explain.

9. Does your company have a safety incentive program? If yes, please explain.

PART E: Evaluation Worksheet

(FOR USE BY THE DISTRICT ONLY)

Company Name _____

Contact Person _____

Item	Program is Mandatory	Contractor has Written Program	Contractor States Program meets Cal/OSHA Criteria	Comments
PART A: Safety Programs				
Injury and Illness Protection	Yes			
Hazard Communication	Yes			
Confined Space Operations				
Lockout / Tagout				
New Employee Orientation				
Drug and Alcohol Policy	Yes			
Excavation Safety	Yes			
Other Programs				
PART B: Safety Equipment				
PART C: Training and Certifications				
PART D: Jobsite Safety Practices				
Responsible Person Named				
Accident Investigations				
Worksite Safety Inspections	Yes			
Safety Meetings	Yes			
Compliance With Safety Requirements				
Cal/OSHA Citations/Penalties				
Fatalities				
Safety Incentives				

***** END OF SECTION *****

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA, COUNTY OF _____

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

_____ of _____,
(Title) (Contractor Name)

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

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

Executed this ____ day of _____, 2018 at _____.
(City, County and State)

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

By: _____ Title: _____

***** END OF SECTION *****



Board of Directors
Dr. Bruce Daniels
Dr. Thomas R. LaHue
Dr. Bruce Jaffe
Carla Christensen
Rachél Lather

Ron Duncan, General Manager

Twin Lakes Church Seawater Intrusion Prevention
Pilot Recharge Well Project
CWO 17-504

PLAN HOLDER'S REGISTRATION FORM

This document must be executed and returned to the Soquel Creek Water District (SqCWD) upon receipt of the Bidding Documents for the "Twin Lakes Church Seawater Intrusion Prevention Pilot Recharge Well Project," CWO 17-504. Not doing so will prevent the receiver from being recognized as a "Plan Holder" of the Bidding Documents or consideration as a responsive Bidder*.

Plan Holder's Name/Company: _____

Address: _____

Email: _____

Telephone/Fax: _____

Date of Receipt: _____

I have received/retrieved the following documents from SqCWD (Note: Indicate if you downloaded any of these documents from the District website or received hard copies at District Office):

- [] Twin Lakes Church Seawater Intrusion Prevention Pilot Recharge Well Project Contract and Specification Documents

Method of Receipt: [] District website download
[] District Office - Hard Copies

Signature of Responsible Representative:

Print Name: _____

Signature: _____

Upon completing this form, please email this form to:

Traci Hart: TraciH@soquelcreekwater.org
cc: Melanie Mow Schumacher: melanies@soquelcreekwater.org

Or fax to: Traci Hart/Melanie Schumacher (831) 475-4291

*Disclaimer: Due to staffing limitations, posting of current plan holders list may take a few days. The bidders should contact the District Project Manager or Secretary of the Board if they do not find their name on the plan holders list.

REQUEST FOR INFORMATION GUIDELINES

RFI's (Requests for Information) pertaining to the Twin Lakes Church Seawater Intrusion Prevention Pilot Recharge Well shall be directed to Melanie Mow Schumacher, who has been designated by the District as Project Manager.

- All RFI's shall be submitted in writing.
- Fax to (831) 475-4291 to the attention of Traci Hart, Interim Board Clerk, and Melanie Mow Schumacher.
- Email to Melanies@soquelcreekwater.org

Allow at least one week for issuance of a response or addendum by District.

YELLOW SHEETS

The undersigned has examined the location of the proposed work and is familiar with the plans, specifications and the conditions existing at the site of the work and its environs.

The undersigned has checked carefully all the above figures and understands that the District will not be responsible for any errors or omissions on the part of the undersigned in preparing this proposal.

The undersigned understands that the quantities as set forth under the foregoing units are approximate only and are for the purpose of comparing bids and fixing the amounts of bonds and agrees that these quantities may be increased or decreased, or the relative amounts of the various items varied without claim for damage or loss of anticipated profit, and the payment will only be made on the basis of the actual quantities of work performed.

The undersigned understands that the District reserves the right to reject any and all bids and to waive any informality in bids received and may at its option make the award that in the judgment of the district is to the best interest of the District.

It is agreed that this proposal may not be withdrawn within a period of thirty (30) days after the date set for the opening thereof.

Enclosed herewith is a Certificate of Fair Employment Practices, a Certificate of Security for Compensation and a (bidder's bond, certified check, cashier's check) for an amount equal to ten percent (10%) of the amount bid (\$_____

dollars being not less than ten percent (10%) of the total amount of this proposal. The undersigned agrees that, in case he defaults in executing and/or furnishing the necessary bonds after award and due notice thereof, the said check or bond and the money payable thereon shall become and remain the property of the District as liquidated damages, because the actual damages in such events are difficult and impracticable to fix.

In accordance with the specifications, the undersigned further agrees to so plan the work and to prosecute it with such diligence that said work shall be commenced within ten (10) days after execution of the contract by the District and the effective date of the Notice to Proceed issued by the District and shall be completed on or before the expiration of **Ninety (90) working-days** after said notifications as provided for in the contract documents.

YELLOW SHEETS

The undersigned agrees, if awarded the contract, that there shall be paid by the undersigned and by all subcontractors under him, to all laborers, workers and mechanics employed in the execution of such contract, or any subcontract thereunder, not less than the general prevailing rate of per diem wages, and rates for overtime and legal holidays in the locality in which the work is to be performed, as ascertained and determined pursuant to the State Statute thereto applicable, by the District the schedule thereof being set forth in the specifications for said work.

Name under which business is conducted _____

Business Address _____

Telephone #: _____

If SOLE OWNER, sign below:

I sign as sole owner of the business named above.

If PARTNERSHIP, sign below:

The undersigned certify that we are partners in the business named above and that we sign this contract proposal with full authority so to do. (One or more partners sign.)

If CORPORATION, execute below:

The undersigned certify that they sign this contract proposal with full and proper authorization so to do:

Corporate Name: _____

By: _____ Title: _____

By: _____ Title: _____

Incorporated under the laws of the State of _____

Attachments(3): Fair Employment Practices Certificates, security for Compensation Certificate, Bidder's Statement of Subcontractors, (Bidder's Bond, Cashier's Check or Certified Check).

Date: _____ Contractor's License No.: _____

YELLOW SHEETS

SPECIAL PROVISIONS AND NOTICE – FAIR EMPLOYMENT PRACTICES

In connection with the performance of work under this contract, the Contractor agrees as follows:

- (1) The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry or national origin. The Contractor will take affirmative action to ensure the applicants are employed and that employees are treated during employment, without regard to their race, color religion, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sex. Such action shall include, but not limited to, the following employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by awarding authority setting forth the provisions of this Fair Employment Practices section.
- (2) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (3) The Contractor will permit access to his records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment and Housing Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority, for purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
- (4) A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any, and for refusing to establish, reestablish, or renew pre-qualification rating for the Contractor.

The awarding authority shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Government Code §12970 or obtained a judicial order under Government Code §12973.

Upon receipt of such written notice from the Fair Employment and Housing Commission, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his pre-qualification rating will be revoked at the expiration of such period.

YELLOW SHEETS

Special Provisions and Notice Page Two

- (5) The Contractor agrees, that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract, then pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the awarding authority, forfeit, for each day, or portion thereof, for each person who was denied employment as a result of non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damage from any monies due the Contractor.
- a. Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the awarding authority of the State of California from pursuing any other remedies that may be available at law.
- (6) Prior to award of the contract, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:
- a. The Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
- b. The Contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of this anti-discrimination clause.
- c. The Contractor shall file a basic compliance report, as required by the awarding authority. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the workforce and who has the responsibility for determining whom to hire and whether to hire.
- d. Personally, or through his representative, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement which will:
1. Spell out responsibilities for non-discrimination in hiring, referral, upgrading and training.
 2. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified minority workers will be available and given equal opportunity for employment.

YELLOW SHEETS

Special Provisions and Notice
Page Three

- e. The Contractor shall notify the contracting agency of opposition to the anti-discrimination clause by individuals, firms, or organizations during the period of its pre-qualification.
- (7) The Contractor will include the provisions of the foregoing Paragraphs 1-7 in every first tier subcontract, so that such provisions will be binding each subcontractor.

YELLOW SHEETS
FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: _____

The undersigned in submitting a bid for performing the following work by contract, hereby certifies that he has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

(Fill in description of contract)

(Signature of Bidder(s))

Business Address

Residence Address

***(This certification must be executed by the successful bidder
prior to the award of contract.
The bidder shall execute the certification on the page
at the time of submitting this bid.)***

YELLOW SHEETS

BIDDER'S STATEMENT OF SUBCONTRACTORS

The undersigned submits herewith a list of subcontractors whom he proposes to employ on the work, with the proper firm name and business address of each, together with a statement of the portion of the work to be done by each.

<u>NAME OF SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>PORTION OF WORK</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

If none proposed, please check here: _____

Signature of Bidder

YELLOW SHEETS

SECURITY FOR COMPENSATION CERTIFICATE

To: _____

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which requires 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 of this Contract.

Signature of Bidder

Business Address:

Residence Address:

***(This certification must be executed by the successful bidder
prior to the award of contract.
The bidder shall execute the certification on the page at
the time of submitting his bid)***

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____ 2018, by and between _____ hereinafter called "Contractor", and the **Soquel Creek Water District**, hereinafter called "District".

WITNESSETH:

WHEREAS, the District has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the sealed proposal of said Contractor.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. **SCOPE OF WORK:** The Contractor shall perform all the work, and furnish all the labor, materials, equipment and all utility and transportation services required to complete all of the work of construction and installation of the improvements more particularly described in the plans and specifications entitled, **"Twin Lakes Church Seawater Intrusion Prevention Pilot Recharge Well Project"** and adopted by the District on November 6, 2018, items and quantities of which are more particularly set forth in the Contractor's bid therefore on file in the Office of the District.
2. **TIME OF PERFORMANCE:** After the contract has been executed by the District, the Contractor shall begin work within ten (10) calendar days after receiving from the District written notice to proceed, and shall diligently prosecute the same to completion before the expiration of **90 working-days** from the day of said notification, except as provided in the Standard Specifications and Special Provisions.
3. **CONTRACT PRICE:** Contractor shall perform the work for the sum of \$_____ payable by the District to Contractor at the time and in the manner provided in the Specifications and at the unit prices stated in Contractor's bid.
4. **COMPONENT PARTS.** This contract shall consist of the following documents, each of which is on file in the Office of the District and all of which are incorporated herein and made a part hereof by reference thereto.
 - a) This Agreement
 - b) Notice Inviting Sealed Proposals
 - c) Accepted Proposal
 - d) Standard Specifications and Standard Plans
 - e) Special Provisions
 - f) Technical Specifications
 - g) Faithful Performance Bond
 - h) Payment Bond
 - i) Plans, Profiles and Detailed Drawings
 - j) Resolution of Intention and Related Procedures
 - k) Special Provisions-Fair Employment Practices
 - l) Certificate of Fair Employment Practice
 - m) Certificate of Security for Compensation
 - n) Bidder's Statement of Subcontractors

5. **WAGE SCALE:** Reference is hereby made to the rate of prevailing scale established by the District and contained in the Standard Specifications, the provisions of which are hereby specified as the rate of prevailing wage to be paid workers on this project. The Contractor also agrees to comply with the requirements of Section 1777.5, Chapter 1 of Division 2 of the California Labor Code with respect to Apprenticeship Standards.
6. **HOURS OF LABOR:** The Contractor shall forfeit, as penalty to the District, Fifty Dollars (\$50.00) for each worker employed in execution of the contract by him or by any subcontractor for each day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) day and forty (40) hours in any one (1) week in violation of the provisions of §1811 of the Labor Code of the State of California and all amendments thereto.
7. **SECURITY FOR PAYMENT OF COMPENSATION:** The Contractor shall secure the payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code of the State of California and all amendments thereto. (Required by Labor Code Sections 1860-61).

IN WITNESS WHEREOF, District has caused these presents to be executed by the District's officers thereunto duly authorized, and Contractor has subscribed same, all on the day and year first above written.

By: _____
Contractor

By: _____
Soquel Creek Water District

Countersigned: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that WHEREAS, the **Soquel Creek Water District**, State of California, hereinafter designated as District, by Resolution Number _____ to be passed on _____ has been awarded to _____, hereinafter designated as "Principal" a contract for "**Twin Lakes Church Seawater Intrusion Prevention Pilot Recharge Well Project**", and;

WHEREAS, said Principal is required to furnish a bond in connection with said contract, providing that if said Principal, or any of his or its contractors, shall fail to pay for any materials, provision, provender, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the District in the penal sum of _____ lawful money of the United States not less than 100 percent of the estimated contract cost of the work, 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, his or its heirs, executors or administrators, successors or assigns, shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then said Surety will pay 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 a reasonable attorney's fee in such suit, which fee shall be fixed by the Court.

AS FURTHER TERMS OF THIS BOND, IT IS UNDERSTOOD AS FOLLOWS:

- (1) This bond and all of its provisions shall inure to the benefit of any and all persons entitled to file claims under California Civil Code §3129 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.
- (2) This bond is given to comply with the provisions of California Public Contract Code Div. 2 Part 1 Ch. 4 (§4100 et seq.). This liability of the principal and surety hereunder is governed by the provisions of said Chapter, all acts amendatory thereof, and all other statutes referred to therein.

And the said Surety, for value received, hereby stipulates and agrees that no charge, 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 way affect its obligations 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 specification.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this _____ day of _____ 2018 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOTE: To be signed by Principal and Surety and acknowledgment and notarial seal attached.

(SEAL)

By: _____
Principal

By: _____
Surety

The above bond is accepted and approved this _____ day of _____, 2018.

By: _____
Attorney for the District

BOND OF FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: that **WHEREAS** Soquel Creek Water District; State of California, hereinafter designated as District, by Resolution Number ___ passed on _____, has awarded to _____ hereinafter designated as the "Principal" a contract for the **"Twin Lakes Church Seawater Intrusion Prevention Pilot Recharge Well Project"**; and;

WHEREAS, said- Principal is required under the terms of said contract and the specifications therefore to furnish a bond of faithful performance of said contract.

NOW, THEREFORE, we, the Principal, and _____ as Surety, are held and firmly bound unto the said District, in the penal sum of _____ lawful money of the United States, being a sum equal to the total amount payable by the terms of said contract, 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 the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to satisfactory completion of the said contract, the above obligation to the amount of _____ being not less than ten percent (10%) of the estimated contract cost, shall hold good for a period of two (2) years after the completion and acceptance of said work, during which time if the above bounden principal, his or its heirs, executors, administrators, successors, or assigns shall fail to make full, complete and satisfactory repair and replacement or totally protect the District from loss of damage made evident during said period of two years from the date of acceptance of said works, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligations in the said sum of _____, shall remain in full force and virtue; otherwise the above obligation shall be void.

And 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 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.

In the event that the said District, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then, in addition to the penal sum herein above specified, we agree to pay to said District, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by this undersigned representative, pursuant to authority of its governing body.

NOTE: To be signed by Principal and Surety and acknowledgment and notarial seal attached.
The above bond is accepted and approved this ____ day of _____, 2018.

Principal

By: _____
Attorney for the District

By: _____
Surety