

San Lorenzo Valley Water District  
13060 Highways 9  
Boulder Creek, California 95006

# Notice Inviting Bids Pasatiempo Well 8 Construction

Sealed Bids will be received by:

Holly Hossack

San Lorenzo Valley Water District  
13060 CA-9

Boulder Creek, California, 95006,  
until 2:00 p.m. on May 30, 2018

for the construction of the work entitled:

Pasatiempo Well 8 Construction

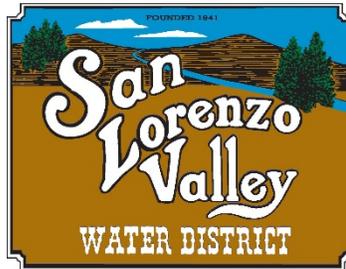
All Bids must be submitted on the prescribed Bid Form.  
Telephone (831) 338-2153

Bids will be publicly opened and read aloud at the place and time stated above.  
Bidders are invited to be present.

# CONTRACT AND TECHNICAL SPECIFICATIONS

FOR

## Pasatiempo Well 8 Replacement



May 02, 2018

**Sealed Bids will be received by:**

**Holly Hossack**

**San Lorenzo Valley Water District**

**13060 CA-9,**

**Boulder Creek, California, 95006,**

**until 2:00 p.m. on May 30, 2018**

**for the construction of the work entitled:**

**Pasatiempo Well 8 Construction**

**All Bids must be submitted on the prescribed Bid Form.**

**Telephone (831) 338-2153**

Description of Work

The purpose of the work is to provide a replacement well for the existing Pasatiempo Well No. 6, which has experienced structural problems necessitating its replacement. The design capacity of the well is 400 gallons per minute (gpm). The scope of work is generally described as:

- 1) Pre-Construction Meeting with District Staff and OTR to coordinate efforts
- 2) Move equipment on (and off) of the site.
- 3) Drill the top 55 feet of hole approximately 30 inches in diameter, install 55 feet of 24-inch diameter, steel conductor (surface) casing, and grout the annular space between the casing and the wall of the hole from the bottom of the conductor to ground surface.
- 4) Drill approximately 745 feet of pilot borehole with a minimum diameter of 18- inches, collect drill cuttings, and maintain a detailed drilling time log, drilling fluid log, and drill cuttings log.
- 5) Provide for, and assist with, conducting geophysical borehole logs using spontaneous potential (SP) and resistivity surveys of the pilot hole.
- 6) Ream pilot hole to 22 inches in diameter, to a total depth of 805 feet.

- 7) Install approximately: 1) 580 feet of 12-inch diameter, stainless steel blank casing (including 20 feet of “pump blank”); 2) 200 feet of 12-inch diameter, stainless steel wire-wrapped screen perforations with 0.050” slots; and 3) 10 feet of 12-inch diameter, stainless steel blank cellar pipe with an end cap.
- 8) Install approximately 420 feet of 2-inch diameter stainless steel permanent gravel feed tube.
- 9) Install 405 feet of 8x16 gradation select gravel.
- 10) Place 400 feet of cement grout sanitary seal.
- 11) Develop the well through both swabbing and air-lifting, per direction from the OTR.
- 12) Install and remove test pump for final development and well performance aquifer testing, per direction from the OTR.
- 13) Perform an alignment survey and baseline video survey of the completed well.
- 14) Disinfect the well.
- 15) Conduct site clean up to satisfaction of the OTR.

### **General Conditions**

This Agreement will become effective on the date of execution set forth below, and will continue in effect until terminated as provided herein. The form of contract for this Project is attached hereto for contractor’s information and reference.

The Operations Department shall be the representative of the District for all purposes under this Agreement. The District’s Director of Operations, or his designated representative, hereby is designated as the Contract Manager for the District. He shall supervise the progress and execution of this Agreement.

All work shall be in conformance to local, State and Federal laws and regulations.

The work is subject to State of California Prevailing Wages and Contractor and all subcontractors shall pay workers no less than the amounts specified by the Department of Industrial Relations for appropriate labor classifications.

No subcontractor will be recognized as such, and all persons engaged in the work of construction will be considered as employees of Contractor.

Prior to commencement of work tasks the Contractor shall have a documented, in place, safety program which meets all CAL-OSHA/FED-OSHA regulations.

Contractor shall:

- a. Procure well construction permit from the County of Santa Cruz and all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the work and lawful prosecution of the services to be performed by the Contractor under this Agreement;
- b. Keep itself fully informed of all existing federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Contractor's performance under this Agreement, or the conduct of the services under this Agreement;
- c. At all times observe and comply with, and cause all of its employees to observe and comply with, all of said laws, ordinances, regulations, orders, and decrees mentioned above;
- d. Immediately report to the District's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

**Insurance:** The Contractor shall obtain and possess insurance coverage as specified herein and as approved by the Engineer. Liability insurance shall conform to the provisions of Section 7-1.12 "Responsibility For Damage" of the Standard Specifications and these General Conditions and Special Provisions.

Policy limits shall meet or exceed the amounts as follows:

- |                            |                             |
|----------------------------|-----------------------------|
| a) Bodily Injury Liability | \$1,000,000 Each Person     |
|                            | \$2,000,000 Each Occurrence |
| Property Damage Liability  | \$1,000,000 Each Occurrence |

- b) A single limit for Bodily Injury Liability & Property Damage Liability combined of:

\$1,000,000 Each Occurrence

\$1,000,000 Aggregate

- c) Automobile Liability \$1,000,000 Each Occurrence
- d) Workmen's Compensation Statutory
- e) Employer's Liability \$1,000,000 per incident for bodily injury or disease
- f) Course of Construction Completed value of the project with no coinsurance penalty provisions

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers, and the design engineer; or Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its officers, officials, employees, volunteers, and agents are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or endorsement to Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85).
2. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the District, its officers, officials, employees, volunteers or agents shall be excess of Contractor insurance and shall not contribute to it.
3. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.

The Course of Construction policy shall contain the following provisions:

1. The District shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the District.

All insurance required by this section shall be placed with insurers with a current A.M. Best's rating of no less than A: VII and shall be licensed to operate in the State of California.

Approved insurance forms are attached to the Special Provisions.

Contractor shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this section. The endorsements should be on forms provided by the District or on other than the District's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

**Maintenance Bonding:** Contractor shall furnish an approved Surety Company Bond equal to ten percent (10%) of the total amount of the Contract that shall hold good for a period of one year after the date of the filing of the Notice of Completion with the County Clerk. Said Bond shall protect the District against the result of faulty material or workmanship during that time. Recordation of the Notice of Completion shall not be deemed an acceptance of latent defects nor shall it constitute a waiver of any of the provisions of this Contract.

The form of Maintenance Bond is attached to the Special Provisions.

**Payment and Completion:** The District will retain 10% of all payments due the Contractor for a period of thirty-five (35) calendar days after the filing of a project Notice of Completion at the Santa Cruz County Recorder's office. In lieu of this retention, the Contractor may submit evidence that all laborers, subcontractors and materials suppliers have been paid in full and, upon approval of the Engineer, the remaining 10% will be paid to the Contractor.

**Beginning the Work and Time of Completion:** The Contractor shall complete work within forty-five (45) working days after receiving the Notice to Proceed verifying that the contract has been approved by District. Failure to diligently prosecute the Project may result in assessment of Liquidated Damages or termination of Contractor's control over the work and taking over the work by the District.

**Liquidated Damages:** It is agreed by the parties to the contract that, in case all work called for under the contract is not completed before or upon the expiration of the time limit set forth in these General Conditions, damage will be sustained by the District, and that it is and will be impracticable to determine the actual damage which the District will sustain by reason of such delay; and, it is therefore agreed that Contractor will pay to the District the sum of Two Hundred Fifty Dollars (\$250.00) for each and every calendar day delay beyond the expiration of said time limit. Contractor agrees to pay such Liquidated Damages as herein provided, and in case the same are not paid, agrees that the District may deduct the amount thereof from any moneys due or that may become due Contractor under the contract.

#### **Special Provisions**

The undeveloped area surrounding the well site supports largely intact habitat of the Santa Cruz Sandhills—a unique ecosystem found only on Zayante sand soil in central Santa Cruz County. All work shall

**Wage Rates:** The Contract will be required to be obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates shall be kept on file and posted at the project site and may be obtained online at <http://www.dir.ca.gov/dlsr>.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and its subcontractors' current registration with the Department of Industrial Relations. The contractor shall sign and submit with its Bid the Public Works Contractor Registration Certification, attesting to the facts contained therein. Failure to submit this Certification with the Bid may render the Bid non-responsive. Each contractor shall provide the registration number for each listed subcontractor.

In accordance with Labor Code section 1773.3, the District will provide notice of the award to the Department of Industrial Relations on the Form PWC-100. The contractor who is awarded the Contract shall submit to the District any information requested by the District to complete the form, including but not limited to identification of the worker classifications for the contractor and all listed subcontractors, within 24 hours of the request. Failure or refusal to provide the requested information prior to execution of the Contract may result in forfeiture of the contractor's bond to the District, and the District may award the Contract to the next responsive and responsible Bidder, or may call for new Bids.

**SAN LORENZO VALLEY WATER DISTRICT**

**CONTRACT FOR**

**Pasatiempo Well 8  
Replacement**

This Agreement is made upon the date of execution, as set forth below, by and between, \_\_\_\_\_ (hereinafter referred to as “**CONTRACTOR**”), and the **SAN LORENZO VALLEY WATER DISTRICT** (hereinafter referred to as “**DISTRICT**”).

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1.00 **GENERAL PROVISIONS**

1.01 **WORK TO BE PERFORMED BY CONTRACTOR**: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by, **DISTRICT** and under the conditions expressed in the three bonds, bearing even date with these presents, and hereunto annexed, the **CONTRACTOR** agrees to do all the work and to furnish all the materials, except such as are mentioned in the specifications to be furnished by **DISTRICT**, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the **DISTRICT**, this project in accordance with the Proposal, the General Conditions and Special Provisions and the general prevailing wage rates as determined by the Director of Industrial Relations of the State of California; which said General Conditions, Special Provisions, Standard Specifications, Standard Plans and General Prevailing Wage Rates are hereby specially referred to and by such reference made a part hereof. The work to be done is shown upon plans and in specifications entitled:

**Pasatiempo Well 8  
Replacement**

Which said plans and specifications are hereby made a part of this contract.

1.02 **COMPENSATION**: **CONTRACTOR** agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the said party of the first part and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension of discontinuance of work and for well and faithfully completing the work, and the whole thereof, and in the manner and according to the plans and specifications, and the requirements of the District.

Owner shall pay contractor for completion of the work in accordance with the contract documents amounts that follow, subject to adjustment under the contract, with prices stated for materials and labor provided

by CONTRACTOR, attached hereto as an exhibit. **CONTRACTOR** guarantees that maximum amount payable by the **DISTRICT** for the sum of the cost of the work, including full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement, plus the contractor's fee will not exceed \_\_\_\_\_(the "Guaranteed Maximum Price"), subject to increases or decreases for changes in the work.

## **2.00 OBLIGATIONS OF CONTRACTOR**

### **2.01 LAWS TO BE OBSERVED. CONTRACTOR shall:**

a. Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by **CONTRACTOR** under this Agreement;

b. Keep itself fully informed of all existing federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in **CONTRACTOR**'s performance under this Agreement, or the conduct of the services under this Agreement;

c. At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

d. Immediately report to the **DISTRICT** Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

**2.02 WORKERS COMPENSATION AND OTHER EMPLOYEE BENEFITS: DISTRICT and CONTRACTOR intend and agree that CONTRACTOR is an independent contractor of DISTRICT and agree that CONTRACTOR and CONTRACTOR's employees and agents have no right to Workers Compensation and other employee benefits from the DISTRICT. CONTRACTOR agrees to provide Workers Compensation and other employee benefits, where required by law, for CONTRACTOR's employees and agents. CONTRACTOR agrees to hold harmless, defend and indemnify DISTRICT, from any and all claims for injury, disability, or death of CONTRACTOR and CONTRACTOR's employees or agents. CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and agrees to comply with such provisions before commencing the performance of the work of this contract. The statement of prevailing wages hereunto annexed is hereby specifically referred to and by this reference is made a part of this contract.**

**2.03 INDEMNIFICATION: CONTRACTOR shall defend, indemnify, and save harmless DISTRICT, their elected officials, officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgments or liability arising directly or indirectly out of this Agreement, or attempted performance of the provisions hereof, including, but not limited to those predicted upon theories of violation**

of statute, ordinance, or regulation, professional malpractice, negligence, or recklessness including negligent or reckless operation of motor vehicles or other equipment, furnishing of defective or dangerous products or completed operations, premises liability, liability arising from trespass or inverse condemnation, violation of civil rights and also including any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to **CONTRACTOR's** "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments, or any act or omission to act, whether or not it be willful, intentional or actively or passively negligent on the part of **CONTRACTOR** or its agents, employees or other independent **contractors** directly responsible to **CONTRACTOR**, providing further that the foregoing shall apply to any act or omissions to act, committed jointly or concurrently by **CONTRACTOR** or **CONTRACTOR's** agents, employees or other independent **contractors** and the **DISTRICT**, its agents, employees or independent **CONTRACTORS**, provided further as follows:

a. That **DISTRICT** does not, and shall not, waive any rights against **CONTRACTOR** which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by **DISTRICT**, or the deposit with **DISTRICT** by **CONTRACTOR**, of any of the insurance policies hereinafter described.

b. That the aforesaid hold-harmless agreement by **CONTRACTOR** shall apply to all damages and claims for damages of every kind suffered by reason of any of the aforesaid operations of **CONTRACTOR** or any agent or employee of **CONTRACTOR** regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

c. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demands, damages, costs, expenses or judgments resulting from the proven sole active negligence or proven willful misconduct of the **DISTRICT**.

2.04 **INSURANCE:** **CONTRACTOR** shall not commence work under this Agreement until it has obtained all insurance required pursuant to the General Conditions set forth in the Invitation to Bid and such insurance shall have been approved by **DISTRICT** as to form, amount and carrier.

### 3.00 **TIME FOR COMPLETION OF THE WORK**

The scope of work set forth in this agreement shall be completed within forty-five (45) working days from the Contractor's receipt of the Project's Notice to Proceed. Time is of the Essence. Time extensions may be allowed for delays caused by **DISTRICT**, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of the **CONTRACTOR**. Liquidated Damages may be assessed for delays caused by the **CONTRACTOR** as set forth in the general conditions.

### 4.00 **INSPECTION**

**CONTRACTOR** shall furnish **DISTRICT** with every reasonable opportunity for **DISTRICT** to ascertain that the work of **CONTRACTOR** is being performed in accordance with the requirements and intentions of this Agreement and the Specifications. All work done and all materials furnished, if any, shall be subject to the **DISTRICT** inspection and approval. The inspection of such work shall not relieve **CONTRACTOR** of any of its obligations to fulfill its Agreement as prescribed.

5.00 **OWNERSHIP OF MATERIALS**

All original drawings, videotapes and other materials prepared by or in possession of **CONTRACTOR** pursuant to this Agreement shall become the permanent property of the **DISTRICT**, and shall be delivered to the **DISTRICT** upon demand. All such documents, plans and specifications prepared under this Agreement shall become the property of the **DISTRICT** upon completion of the work and payment of monies earned and due to the **CONTRACTOR**.

6.00 **MISCELLANEOUS**

6.01 **REMEDIES**: The remedies set forth in this Agreement shall not be exclusive but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

6.02 **NO WAIVER**: The waiver of any breach by any party of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this Agreement.

6.03 **ASSIGNMENT**: This Agreement is specifically not assignable by **CONTRACTOR** to any person or entity. Any assignment or attempt to assign by **CONTRACTOR**, whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this Agreement giving rise to a right to terminate as set forth in the Cal Trans Specifications.

6.04 **ATTORNEY FEES**: In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement, or the breach thereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorney fees.

6.05 **TIME FOR PERFORMANCE**: Except as otherwise expressly provided for in this Agreement, should the performance of any act required by this Agreement to be performed by either party be prevented or delayed by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause except financial inability not the fault of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this section shall exclude the prompt payment by either party as required by this Agreement or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

6.06 **NOTICES**: Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to any party to

this Agreement shall be in writing and shall be deemed duly served and given when personally delivered or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid to the following address for each respective party:

**DISTRICT:** Rick Rogers, Director of Operations  
San Lorenzo Valley Water District  
13060 CA-9,  
Boulder Creek, CA 95006

**CONTRACTOR:** NAME  
ADDRES

6.07 **GOVERNING LAW:** This Agreement and all matters relating to this Agreement shall be governed by the laws of the State of California in force at the time any need for the interpretation of this Agreement or any decision or holding concerning this Agreement arises.

6.08 **BINDING EFFECT:** This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this section shall be construed as a consent by **DISTRICT** to any assignment of this Agreement or any interest in this Agreement.

6.09 **SEVERABILITY:** Should any provision of this Agreement be held by a court of competent jurisdiction or by a legislative or rule making act to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

6.10 **INCORPORATION OF PROPOSAL:** It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

6.11 **PLANS AND SPECIFICATIONS:** If a discrepancy in terms between the specifications and/or plans exists, the most stringent will be controlling, unless the District Engineer approves in writing the Contractor's request to follow the less stringent term or terms.

6.12 **DUE AUTHORITY:** The parties hereby represent that the individuals executing this Agreement are expressly authorized to do so on and in behalf of the parties.

6.13 **CONSTRUCTION:** The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments

or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

6.14 **AMENDMENTS:** Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

Executed on \_\_\_\_\_, 2018, at Boulder Creek, California.

**CONTRACTOR**

**SAN LORENZO VALLEY WATER DISTRICT**

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

By: \_\_\_\_\_  
Brian Lee, General Manager

**ATTEST:**

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

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the San Lorenzo Valley Water District hereinafter designated as "District" has awarded to \_\_\_\_\_, hereinafter designated as "Principal", a contract for **Pasatiempo Well 8 Replacement**; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the San Lorenzo Valley Water District, (hereinafter called "District"), in the penal sum of **the contract bid amount**, lawful money of the United States, for the payment of which sum well and truly 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 bounden 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, and shall indemnify and save harmless District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force, virtue, and effect.

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 obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by District and judgment is recovered, Surety shall pay all costs incurred by District in such suit, including a reasonable attorney's fee to be fixed by the Court.

Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named, on the

\_\_\_\_\_ day of , 2018.

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

Principal

Surety

\_\_\_\_\_

Address

NOTE: Signatures of those executing for Surety must be properly acknowledged.

**LABOR AND MATERIALS PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the San Lorenzo Valley Water District hereinafter designated as "District" has awarded \_\_\_\_\_ hereinafter designated as "Principal", have entered into an agreement for the furnishing of all materials, labor, services, and transportation, necessary, convenient, and proper to construct **Pasatiempo Well 8 Replacement** which said Agreement dated \_\_\_\_\_, 2018, and all of the Contract Documents attached to or forming a part of said Agreement, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law, the principal is required before entering upon the performance of the Work, to file a good and sufficient bond with the body by whom the contract is awarded, to secure claims to which reference is made in Sections 3247 and 3252, inclusive, of the Civil Code of California, and Sections 3181, 3110, 3111, and 3112 of the Civil Code of California.

NOW, THEREFORE, said Principal and the undersigned \_\_\_\_\_ as corporate surety, are held and firmly bound unto the San Lorenzo Valley Water District, and unto all laborers, materialmen and other persons referred to in said statutes in the sum of \_\_\_\_\_ lawful money of the United States for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally by these presents.

The condition of this obligation is such that if the said Principal, his or its heirs, executors, administrators, successors or assigns, or sub-contractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his sub-contractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force, virtue, and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or to the Work to be performed thereunder of the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the

\_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
Surety (Seal)

\_\_\_\_\_  
Address

NOTE: Signatures of those executing for Surety must be properly acknowledged.

**MAINTENANCE BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That

\_\_\_\_\_ **NAME** \_\_\_\_\_ Principal,  
and \_\_\_\_\_ a corporation organized under the laws of the state of \_\_\_\_\_ and  
authorized to do a surety business in the State of California, as Surety, are held and firmly bound  
unto the San Lorenzo Valley Water District in the sum of ***ten percent of the total contract***, lawful  
money of the United States of America for the payment of which sum well and truly to be made, we  
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,  
firmly by these presents:

SEALED with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 the said Principal, as Contractor, entered  
into a contract for **Pasatiempo Well 8 Replacement** for the total bid price of not to  
exceed \_\_\_\_\_; and

WHEREAS, under the terms of the specifications for said work the said Principal is required to give  
a bond for ten percent (10%) of the contract amount to protect the San Lorenzo Valley Water District  
against the result of faulty materials and/or workmanship for a period of one year from and after  
the date of the filing of the Notice of Completion.

NOW, THEREFORE, if the said Principal shall for a period of one year from and after the date of filing  
of the Notice of Completion by the San Lorenzo Valley Water District replace any and all defects  
arising in said work whether arising from defective materials or defective workmanship then the  
above obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2018.

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)  
Principal

\_\_\_\_\_ (Seal)  
Surety

NOTE: Signatures of those executing for Surety must be properly acknowledged.