

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____ 2013, 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, "**O'Neill Ranch Well and Treatment Plant**", and adopted by the district on October 1, 2013, 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 **240 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 **O'Neill Ranch Well and Treatment Plant**, 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 _____ Dollars (\$_____) 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 _____ 2013, 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 _____, 2013.

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 **O'Neill Ranch Well and Treatment Plant**; 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 _____ Dollars (\$ _____) 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 _____ Dollars (\$ _____) 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 _____ Dollars (\$ _____), 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 _____, 2013, 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 _____, 2013.

Principal

By: _____
Attorney for the District

By: _____
Surety

