



**MONTEREY COUNTY  
WATER RESOURCES AGENCY  
1441 SCHILLING PLACE, NORTH BLDG.  
SALINAS, CA 93901  
(831) 755-4860**

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# **REQUEST FOR BIDS #25-001**

**For  
CSIP Supplemental Well 11B02 Replacement Project**

**Bids are due by 9:00 AM (PDT) on Friday, April 18, 2025**

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CSIP SUPPLEMENTAL WELL 11B02 REPLACEMENT PROJECT

**EXHIBIT A:**  
**BID FORMS**

DRAFT

# **BID COVER SHEET**

TO THE  
MONTEREY COUNTY WATER RESOURCES AGENCY

## **CSIP SUPPLEMENTAL WELL 11B02 REPLACEMENT PROJECT BID NO. 25-001**

Monterey County Water Resources Agency  
1441 Schilling Place, North Building, Salinas, CA 93901

Name of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_

Place of Residence: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

State of California  
C-57 Contractor License No. \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

This Bid consists of pages **4 through 32 (EXHIBIT A)** (Bid Cover Sheet, Instructions to Bidders, Bid Form, Contractor's Experience Qualifications, List of Subcontractors, Non-Collusion Declaration, Worker's Compensation Certificate, and Bid Bond).

# **INSTRUCTIONS TO BIDDERS**

1. **GENERAL DESCRIPTION OF WORK:** The work to be conducted by chosen Bidder includes the furnishing of all labor, material, tools, supplies, equipment, transportation, appurtenances, and services—unless specifically excluded herein—necessary to complete the installation, development and testing of CSIP Supplemental Replacement Well 11B02 as described in Exhibit B- Technical Specifications. The work site is located at the end of Rodgers Road in Salinas, Monterey County, California. Proposals will be accepted only from Contractors with a current State of California C-57 Well Drilling Contractor's License at the time of the submittal. All work shall be done in accordance with the requirements of the Contract Documents and County of Monterey Environmental Health Department Well Construction Permit (Monterey County Code Chapter 15.08). Work must comply with all other regulations and permitting requirements including the Regional Water Quality Control Board ORDER NO. R3-2023-0044 GENERAL WAIVER FOR SPECIFIC TYPES OF DISCHARGES for well testing and development under Attachment A, Section A, Item 4, which will be used during the project.
2. **BID SUBMITTAL:** Bidders are required to return pages **4 through 32 (EXHIBIT A)**, with required information thereon in a sealed envelope by **9:00 a.m., PDT, on Friday April 18, 2025**; to the attention of: Monterey County Water Resources Agency, 1441 Schilling Pl., North Building, Salinas, CA, 93901. At such time, bids will be publicly opened and read aloud. Bids are to be submitted for the entire work described and included in the Contract Documents. Bids shall be sealed, and clearly marked on the outside with the Bidder name and Bid Number. Please submit one (1) signed original hard copy, all signatures shall be in BLUE INK. **BIDS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED UNOPENED TO BIDDER.**
3. **PRE-BID SITE VISIT:** The Pre-bid site visit will occur **Wednesday, April 2, 2025** from 9:30 a.m. to 11:00 a.m. at the well site location at the end of Rodgers Road in Salinas, shown in the map from the Technical Specifications - Figure 1 and 2. Attendance to this site visit is mandatory for Bid acceptance.
4. **INQUIRIES:** All questions regarding this solicitation must be submitted in writing to Pete Vannerus at [VannerusP@countyofmonterey.gov](mailto:VannerusP@countyofmonterey.gov). Questions and their written responses will be returned to all plan holders via email. **Deadline for receipt of written questions is Friday, April 11, 2025 by 5:00 p.m., PDT.**
5. **AMENDMENT TO THE REQUEST FOR BIDS (RFB):** The Monterey County Water Resources Agency ("AGENCY") reserves the right to amend the RFB at any time using an addendum. The Bidder shall acknowledge receipt of all addenda in its bid. Should any Bidder find discrepancies in the Contract Documents, or if there should be doubt as to the true meaning of any part thereof, the Bidder shall submit a written inquiry for clarification not later than the 5<sup>th</sup> day preceding the bid opening date. No bid addenda will be issued after the 4<sup>th</sup> day preceding the bid opening date. The Agency will not be responsible for any changes to the Contract Documents given to Bidders during the bid period in any manner other than written addendum.

6. CONTRACT DOCUMENTS AVAILABLE: A complete set of the Contract Documents (“AGREEMENT”) may be obtained on the Monterey County Water Resources Agency’s website at <https://www.countyofmonterey.gov/home/showpublisheddocument/139198/638774671165769356>.
7. EXAMINATION BY BIDDERS: At the Bidder’s own expense and prior to submitting a bid, the Bidder shall thoroughly examine the Technical Specifications and Contract Documents, including the prevailing wages, contract requirements and other cost factors including federally funded grant requirements; familiarize their self with Federal, State and local laws, ordinances, permits, regulations and codes affecting the performance of the work including the cost of permits and licenses required for the work; visit the site during the pre-bid meeting and determine the local conditions which in any way affect the performance of the work, make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site where work is to be performed, determine the character, quality and quantities of the work to be performed and the materials and equipment to be provided, and correlate their observations, investigations and determinations with the requirements of the Contract Documents. The submission of a bid shall be conclusive evidence that the Bidder has complied with all the requirements of this paragraph and any other requirements set forth in this bid package.
8. LICENSING REQUIREMENTS: Bids will be accepted only from contractors with a current State of California C-57 Well Drilling Contractor’s License at the time of bid opening.
9. WORK EXPERIENCE: Bidders must provide documentation of experience in the past five (5) years for well construction services similar in nature to this project. Experience shall be in the State of California. Documentation of experience shall be provided on the Contractor Experience Form. CONTRACTOR must have a minimum of three successful “Bradenhead” style application method for cement well seals projects, with references provided. Any claims filed against the contractor due to unsuccessful construction or serious issues during construction, including long project delays, well collapse during construction, etc. must be disclosed on this form.
10. CONTRACTOR REGISTRATION WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR): Attention is directed to the California Department of Industrial Relations (DIR) Contractor’s registration for public works projects. Pursuant to Labor Code section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4101 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of Labor Code section 1771.1(a) for an unregistered contractor to submit a bid that is authorized by section 7029.1 of the Business and Professions Code or by section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code section 1725.5 at the time the contract is awarded. DIR allows Contractors and subcontractors to register online. The registration form is located on the DIR’s website: <http://www.dir.ca.gov/DLSE/dlsepublicworks.html>.
11. PREVAILING WAGE JOB: The chosen Bidder and all subcontractors performing work shall comply with California Labor Code (sections 1720, *et seq.*) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code section 1775. The Director of the

California Department of Industrial Relations determines current prevailing wage rates or per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of work needed to execute the work, and are available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

12. BID SECURITY: Each bid shall be accompanied by a Bid Security in the form of a certified check, cashier's check, or a bid bond for an amount of ten percent (10%) of the total bid amount. Checks or Bid Bonds shall be made payable to the Monterey County Water Resources Agency. Bid Bonds shall be issued by an admitted corporate surety company. The Bid Security shall be held by the owner as a guarantee that the Bidder, if awarded the Contract, will execute the Contract Agreement in good faith and furnish the required payment and performance bonds and required proof of insurance within ten (10) days of the issuance of a letter conditionally awarding the contract. The Bid Security shall be given as a guarantee that, if the Contract is awarded to the Bidder, the Bidder will execute the Contract, provide any required insurance certificates, and provide payment and performance bonds required by the Contract within ten (10) days after the Bidder receives the Notice of Conditional Award letter. After ten (10) days, if the executed Agreement, proper bonds and insurance documents are not submitted by the lowest responsive Bidder, the AGENCY has the right to determine that a bid is non-responsive and contact the second lowest responsive Bidder. Each Bidder hereby agrees that, in case of his refusal or failure to provide the required payment and performance bonds, proof of insurance, or to execute the Contract, if awarded to him, in the time allotted herein, the Bid Security and money represented thereby shall remain the property of the owner as compensation for the damages the owner may suffer by reason of such failure or refusal, not to exceed the amount of the bid security. Any bid not accompanied by a bid security may be rejected. Bid Bonds shall be in the exact form as provided in the Proposal.
13. PAYMENT RETENTION: Retention of five percent (5%) of each progress payment due the CONTRACTOR will be withheld by the AGENCY pursuant to the AGREEMENT Article 3, Paragraph 3.3.
14. RIGHT TO REJECT ALL BIDS: The AGENCY reserves the right to reject any or all bids or to waive any irregularities or information in any bids or in the bidding or to re-bid the work.
15. CONTRACT AWARD: One contract may be awarded under this Request for Bidders (RFB). If the contract is awarded, AGENCY will give the successful Bidder a Notice of Award within sixty (60) days of opening the bids. The successful Bidder will provide AGENCY required payment and performance bonds and proof of insurance and execute the contract within ten (10) days. The successful Bidder will enter into a Contract with the AGENCY for the performance of the work. The AGENCY will give the CONTRACTOR a Notice-to-Proceed within ten (10) days after execution of the Contract.
16. CONTRACT TIME: The Contract Time is specified in Article 2 of the AGREEMENT.
17. CONTRACTING ADDITIONAL REQUIREMENTS: The following adherence requirements apply to this project due to received federal grant funds, and must be followed during the contracting process and throughout the project.

17.1 Davis Bacon Act

The Davis-Bacon Act requires that all contractors and subcontractors performing construction, alteration, and repair (including painting and decorating) work under federal contracts in excess of \$2,000, pay their laborers and mechanics not less than the prevailing wage and fringe benefits for the geographic location. Personnel costs include salaries, wages, and allowable incentive compensation for recipient employees (i.e., who receive W-2 forms) who spend time working on the project and are not subject to Davis Bacon.

17.2 United States Environmental Protection Agency's (EPA) Disadvantaged Business Enterprise (DBE) Program

EPA's DBE Program applies to all EPA Assistance Agreements and requires recipients who procure goods and/or services to: employ the good faith efforts; document their efforts and maintain DBE forms and other documentation from the prime contractor; and report their procurement and DBE activities even if there is not anything to report.

17.3 Build America, Buy America (BABA)

Requirements call for all the iron, steel, manufactured products, and construction materials used in the project to be produced in the United States.

17.4 American Iron and Steel (AIS)

The AIS provision requires projects to use iron and steel products that are produced in the United States for the construction, alteration, maintenance, or repair of a public water system or treatment works. Compliance with AIS requirements correspond to for iron and steel products will satisfy a subset of BABA requirements, (e.g., those pertaining to iron and steel); however, BABA also includes requirements pertaining to manufactured goods and construction materials, which must also be met. Projects that are in compliance with BABA are in compliance with AIS

END

# **BID FORM**

## **CSIP SUPPLEMENTAL WELL 11B02 REPLACEMENT PROJECT BID NO. 25-001**

TO THE MONTEREY COUNTY WATER RESOURCES AGENCY:

1. The undersigned, as Bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that they have carefully examined the location of the proposed work, and the Contract Documents herein referred to; that they have satisfied themselves, by personal examination of those items in the Contract Documents purporting to show a true representation of existing conditions; that they have satisfied themselves, by careful personal examination of the location of the proposed work and of the Contract Documents, that they fully understand the nature and character of the work to be done, and they propose and agree if this proposal is accepted, that they will contract with the Monterey County Water Resources Agency (“Agency”) to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials and services specified in the contract in the manner and time herein prescribed, and according to the requirements of the Contract Documents as therein set forth, and that they will take in full payment therefor the following prices to wit.
2. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Agency in the form included in the Contract Documents, Sample Agreement linked in Item 6 under Instructions to Bidders Form, to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
3. Bidder accepts all of the terms and conditions of the Contract Documents, Appendices, and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening.
4. Bidder has visited the Work Site during the pre-bid meeting and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Work Site.
5. Bidder has given the Agency prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents, Appendices, and As- Built Drawings and actual conditions and the written resolution thereof through Addenda issued by the Agency is acceptable to Contractor.

**Bid Schedule -Well 11B02 Construction and Testing:**

All Bid items, including lump sum (LS) and unit prices (LF- Linear Feet, HR-Hour), must be filled in completely. Bid items are described in Exhibit B- Technical Specifications.

ITEM NO.	DESCRIPTION	UNITS	EST. QTY.	UNIT PRICE	EXTENDED PRICE
1	Pre-Mobilization and Mobilization	LS	1		\$-
2	Install, Maintain and Remove Water Supply System	LS	1		\$-
3	Install, Maintain and Remove Groundwater Discharge System	LS	1		\$-
4	Drill and Install Surface Casing and Sanitary Seal as specified	LS	1		\$-
5	Drill and Install Intermediate Casing and Annular Seal as specified	LF	350		\$-
6	Drill by flooded reverse-rotary methods a maximum 17.5-inch nominal diameter pilot borehole from the bottom of the intermediate conductor to 750 feet bgs	LF	400		\$-
7	Perform Downhole Geophysical Surveys including electrical resistivity (single-point, 16-inch normal, 64-inch normal, and focused guard), natural gamma ray, temperature and deviation	LS	1		\$-
8	Temporary backfill of pilot borehole to the bottom of the intermediate casing	LF	400		
9	Ream pilot borehole from the bottom of the intermediate conductor to diameters and depths specified in final well design	LF	390		\$-
10	Perform caliper survey	LS	1		\$-
11	Furnish and Install Well Casing	LF	573		\$-
12	Furnish and Install Well Screen	LF	150		\$-
13	Furnish and Install Well Cellar	LF	10		\$-
14	Furnish and Install Filter Pack and Transition Sand	LF	315		\$-
15	Furnish and Install Annular Seal	LS	425		\$-
16	Perform initial mechanical development as specified	HR	20		\$-
17	Perform final mechanical and chemical development as specified	HR	24		\$-
18	Mobilize and install pump, equipment, and appurtenances for pumping development as specified	LS	1		\$-
19	Perform pump development by pumping and surging as specified.	HR	40		\$-
20	Perform variable-rate pumping test	LS	1		\$-
21	Perform constant-rate discharge test	LS	1		\$-

22	Collect and analyze water quality sample as specified	LS	1		\$-
23	Conduct a flow velocity (dynamic spinner-log) survey	LS	1		\$-
24	Test Pump Removal	LS	1		\$-
25	Conduct well plumbness testing by gyroscopic methods	LS	1		\$-
26	Conduct cement bond log	LS	1		\$-
27	Conduct a color video camera survey	LS	1		\$-
28	Complete final disinfection	LS	1		\$-
29	Surface completion as specified	LS	1		\$-
30	Demobilization & Cleanup	LS	1		\$-
<b>TOTAL SCHEDULE (Items 1 through 30)</b>					
31	Standby Time (at OWNER'S Option)	HR	0		

\* Total drilled depth and length of annular seal may change after evaluation of site-specific characteristics and depth of aquifer layers encountered.

**ITEMS NO. 1-31 TOTAL BASE BID: \$** \_\_\_\_\_

The following Bid Addenda have been received and are incorporated into this Base Bid: \_\_\_\_\_.

Bidder's Business Name: \_\_\_\_\_

Signature of Bidder(s): \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**BID SECURITY:**

Accompanying this proposal is \_\_\_\_\_ in an amount equal to at  
 (Insert the words "certified check," or "Bidder's Bond")  
 least ten percent (10%) of the total base bid amount.

## INTERESTED PRINCIPALS FORM:

The names of the persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, names of president, secretary, treasurer, and manager thereof; if a co-partnership state the true name of the firm, names of individuals composing the firm; if bidder or other interested persons is an individual, state first and last names in full.

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The undersigned is licensed in accordance with provisions of the Business and Professions Code of the State of California applicable to the registration of a C-57 Water Well Drilling Contractor.

License Number: \_\_\_\_\_ . Expiration Date: \_\_\_\_\_

1. Determination of lowest responsible Bidder: In accordance with Public Contract Code section 20103.8(a). Determination of lowest Bidder will be based upon the Base Bid. The Contract will then be awarded to the Bidder submitting the lowest amount, if it is awarded. Unit pricing provided by the Bidder, if any, shall be incorporated in the Agreement, and shall be the basis for calculating any costs involving changes to the work.
2. The undersigned has checked all above figures carefully and understands that Agency will not be responsible for any errors and omissions on the part of the undersigned in making this bid.
3. It is understood that Agency reserves the right to reject any and all bids or waive any informalities or irregularities in any bids or in the bidding.
4. This bid shall remain valid and will not be withdrawn by the undersigned Bidder for a period of sixty (60) days from the date prescribed for opening of this bid without the written consent of Agency.
5. Attached hereto are the following:
  - a) List of Subcontractors;
  - b) Non-Collusion Declaration;
  - c) Workers' Compensation Certificate;
  - d) Bidder Certifications;
  - e) Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents;

- f) Written Plan to Recruit Monterey Bay Area residents, when applicable;
  - g) Required Bidder's security in an amount not less than 10 percent of the base bid amount; and
  - h) Acknowledgment of Addenda, if any.
6. If this bid is accepted by Agency, then the undersigned shall, within ten (10) days after receipt of the Notice of Award letter, execute and deliver to Agency (a) a Contract in the form set forth in the Contract Documents on which this bid is based, (b) a Payment Bond for Public Works, as required by the Contract Documents, (c) a Performance Bond, as similarly required, (d) an Insurance Certificate, as similarly required and (e) printout showing active registration of Contractor and all Subcontractors with the Public Works Contractor Registration (online registration at: <https://efiling.dir.ca.gov/PWCR/Search>). The undersigned will thereafter commence and complete the Work within the time required by the Contract Documents.
  7. The undersigned Bidder agrees to commence Work under Contract Documents on the date established in the General Requirements and to complete all Work within the time specified in the Agreement. The undersigned Bidder acknowledges that the Agency has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges Agency has reserved the right to perform independent Work at the Site, the extent of such Work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other Work in accordance with the requirements of the Contract Documents.
  8. The undersigned Bidder agrees that liquidated damages for failure to complete all Work in the Contract within the time specified in the Agreement shall be as set forth in the Agreement and Instructions to Bidders.
  9. In the event the Bidder to whom Notice of Conditional Award letter is given fails or refuses to post the required bonds and insurance and return the executed copies of the Agreement form within ten (10) days from the date of receiving the Notice of Award letter, Agency may declare the Bidder's security forfeited as damages and contract with the second lowest Bidder.
  10. Pursuant to Section 7103.5(b) of the Public Contract Code, in submitting a bid to the Agency, the Bidder offers and agrees that if the bid is accepted, it will assign to Agency all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

EXECUTION BY BIDDER

Signature of Bidder(s): \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

## **CONTRACTOR'S EXPERIENCE QUALIFICATIONS**

The Bidder has been engaged in the contracting business, under the present business name for \_\_\_\_\_ years. Experience in work of a nature similar to that covered in the bid extends over a period of \_\_\_\_\_ years. The following contracts involving construction of agricultural irrigation groundwater supply wells or similar in the State of California have been satisfactorily completed in the last five (5) years with a minimum of three successful "Bradenhead" style cement seal application methods:

<b>Project Location and Owner</b>	<b>Work Description (Project summary, scope, cost, timeline)</b>	<b>Contact Name</b>	<b>Method to Contact (Phone and/or email)</b>

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **LIST OF SUBCONTRACTORS**

Following is the name and location of each subcontractor who will perform labor, render service or provide equipment to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.50%) of the total bid presented herewith; and the portion of the work to be done by each subcontractor.

- ☐ **Check this box if no subcontractors are required to be listed for work or labor to be performed or services to be rendered. Otherwise, provide all requested information below. Assembly Bill No. 44 requires name, location of business, and California contractor's license number of all subcontractors:**

Portion (Type) of Work	Amount of Bid (Dollars)	Subcontractor Name / License Number & Expiration Date	Subcontractor's Address	DIR Registration Number

Bidder's Business Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NON-COLLUSION DECLARATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**  
(Public Contract Code section 7106)

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

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 is executed on \_\_\_\_\_ [Date],  
at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

# **WORKER'S COMPENSATION CERTIFICATE**

Pursuant to Section 1861 of the California Labor Code, I certify that I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into.

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

MONTEREY COUNTY WATER RESOURCES AGENCY

**BID BOND**

(Public Contract Code sections: 20129, 20929)

WHEREAS the Principal has submitted the accompanying bid dated \_\_\_\_\_, to the Monterey County Water Resources Agency, for the following project: **CSIP SUPPLEMENTAL WELL 11B02 REPLACEMENT PROJECT**, and

WHEREAS, Principal, as Bidder, is required to furnish a bond executed by an admitted surety in connection with said bid, to secure the timely execution of the contract and delivery of bonds and insurance certificates, in the event that the contract is awarded to the Principal.

NOW, THEREFORE, we \_\_\_\_\_ as

Principal, and \_\_\_\_\_

\_\_\_\_\_ as Surety,

are held and firmly bound unto the Monterey County Water Resources Agency in the Penal Sum of

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_), which sum is not less than ten percent (10%) of the base bid amount including all alternates of the Principal submitted to the Monterey County Water Resources Agency for the above described project, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal is awarded the contract and, within the time and manner required under the contract documents for the above-described project, after the prescribed forms are presented to him for signature, (1) enters into a written contract in the prescribed form, in accordance with the bid, (2) files such insurance certificates with the Monterey County Water Resources Agency as may be required by said contract documents, and (3) files a performance bond and a payment bond with the Monterey County Water Resources Agency, in conformity with said contract documents, then this obligation shall be null and void; otherwise, it shall remain in full force.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

If the Monterey County Water Resources Agency brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the Monterey County Water Resources Agency in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, 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.

(Corporate Seal)

\_\_\_\_\_  
Principal

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attach: 1) A Copy of authorization for signature for Principal, and 2) An original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

MONTEREY COUNTY WATER RESOURCES AGENCY

**PAYMENT BOND**

(Civil Code section 9550)

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the County of Monterey Water Resources Agency has awarded CONTRACTOR, a contract for the following project:

**CSIP SUPPLEMENTAL WELL 11B02 REPLACEMENT PROJECT**

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons furnishing labor and materials on the project as provided by law;

NOW, THEREFORE, we \_\_\_\_\_ as CONTRACTOR,  
and \_\_\_\_\_

\_\_\_\_\_ as Surety, are held and firmly bound unto the County of Monterey Water Resources Agency (hereinafter called "AGENCY"), and to the persons named in California Civil Code section 9100 in the penal sum of \_\_\_\_\_ for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT:

If the CONTRACTOR or any of CONTRACTOR's heirs, executors, administrators, successors, assigns, or subcontractors, (1) fails to pay in full all of the persons named in Civil Code section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under California Unemployment Insurance Code with respect to work or labor performed on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and Subcontractors pursuant to Unemployment Insurance Code section 13020 with respect to such work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

If suit is brought upon this bond by the AGENCY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the AGENCY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code sections 3247 *et seq.* (Civil Code, Division 3, Part 4, Title 15, Chapter 7: Payment Bond for Public Works).

IN WITNESS WHEREOF the above-bounden parties have executed this instrument under several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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.

(Corporate Seal)

\_\_\_\_\_  
Principal

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attach: 1) A Copy of authorization for signature for Principal, and 2) An original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

MONTEREY COUNTY WATER RESOURCES AGENCY

**PERFORMANCE BOND**

(Public Contract Code section 20129)

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") is dated \_\_\_\_\_ 20\_\_\_\_, is in the amount of \_\_\_\_\_ ("Penal Sum"), which is 100% of the Contract Sum and is entered into by and between the parties listed below to ensure the faithful performance of the Contract identified below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13 attached to this page. Any singular reference to \_\_\_\_\_ ("Contractor"), \_\_\_\_\_ ("Surety"), MONTEREY COUNTY WATER RESOURCES AGENCY ("Owner" or "Agency"), or other party shall be considered plural where applicable.

**CONTRACTOR:**

Address:

City/State/Zip:

**SURETY:**

Address:

City/State/Zip:

**CONTRACTOR:**

Agreement for the Monterey County Water Resources Agency **CSIP SUPPLEMENTAL WELL 11B02 REPLACEMENT PROJECT** located in Monterey County, California, dated \_\_\_\_\_ 20\_\_\_\_, in the amount of \_\_\_\_\_.

**CONTRACTOR AS PRINCIPAL**

Company: (Corp. Seal)

**SURETY**

Company: (Corp. Seal)

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

## BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner and the State of California for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 3.1. Owner provides Surety with written notice that Owner has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
  - 3.2. Owner has agreed to pay the Balance of the Contract Sum:
    - 3.2.1. To Surety in accordance with the terms of this Bond and the Construction Contract; or
    - 3.2.2. To a Contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When Owner has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 days) and at Surety's expense elect to take one of the following actions:
  - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Construction Contract (but Owner may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or
  - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor or Contractor without Owner's consent; or
  - 4.3. Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to Owner for a contract for performance and completion of the Construction Contract and, upon determination by Owner of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by Owner and the contractor or Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 7 below, exceed the Balance of the Contract Sum, then Surety shall pay to Owner the amount of such excess; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Contractor, and with reasonable promptness under the circumstances and, after investigation and consultation with Owner, determine in good faith its monetary obligation to Owner under Paragraph 7 below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to Owner with full explanation of the payment's calculation. If Owner accepts Surety's tender under this Paragraph 4.4, Owner may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default, as agreed by Owner and Surety at the time of tender. If

Owner disputes the amount of Surety's tender under this Paragraph 4.4, Owner may exercise all remedies available to it at law to enforce Surety's liability under Paragraph 7 below.

5. If Surety does not proceed as provided in Paragraph 4 above then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent from the Contractor Default. To the extent Surety's independent default causes Owner to suffer damages, including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which Owner is entitled to receive under the Construction Contract, Surety shall also be liable for such damages.
6. At all times Owner shall be entitled to enforce any remedy available to Owner at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.
7. If Surety timely elects to act under Paragraphs 4.1, 4.2 or 4.3 above and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
  - 7.1. The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of Defective Work;
  - 7.2. The responsibilities of Contractor under the Construction Contract to pay liquidated damages; and,
  - 7.3. Additional legal, professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 4 above (but excluding attorney's fees incurred to enforce this Bond).
8. If Surety timely elects to act under Paragraphs 4.1, 4.3 or 4.4 above and complies with its obligations under this Bond, Surety's monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum.
9. No right of action shall accrue on this Bond to any person or entity other than Owner or its successors or assigns.
10. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, agreements, purchase orders and other obligations, including changes of time, and of any Owner action in accordance with Paragraph 6 above. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work (including services) required thereunder, or any Owner action in accordance with Paragraph 6 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is an Owner Default. Except in the event of an Owner Default, and to the extent Surety is damaged thereby, Surety hereby waives the provisions of California Civil Code section 2809, and any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal.

11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between Owner and Contractor regarding the Construction Contract, or in the courts of the County of Monterey, or in a court of competent jurisdiction in the location in which the Work is located. Communications from Owner to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.
12. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Owner shall be mailed or delivered as provided in the Agreement for the **CSIP SUPPLEMENTAL WELL 11B02 REPLACEMENT PROJECT** (Agreement). Actual receipt of notice by Surety, Owner or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

#### **DEFINITIONS:**

**Balance of the Contract Sum:** The total amount payable by Owner to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.

**Construction Contract:** The agreement between Owner and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

**Contractor Default:** Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, limited to “default” or any other condition allowing a termination for cause as provided in the Construction Contract.

**Owner Default:** Material failure of Owner, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

## **WITHHELD CONTRACT FUNDS CERTIFICATION**

### PART 1 – GENERAL

#### 1.01 Summary

- A. Public Contract Code section 22300 requires the inclusion in invitations for public agency bids and in public agency Contracts a provision which will, at the expense of the Contractor, permit the substitution of securities of equal value for any construction progress monies withheld to ensure performance under a Contract. Therefore, as the Contractor for the **CSIP SUPPLEMENTAL WELL 11B02 REPLACEMENT PROJECT** Contractor hereby certifies the following:

- ☐ I do not intend to substitute securities for monies withheld and thereby avail myself of the process and rights provided in Public Contract Code section 22300.
- ☐ I do intend to exercise my option as specified in Public Contract Code section 22300 and hereby agree to the following:
  - 1. I will establish an escrow Agreement satisfactory to the Agency, with a state or federally chartered bank, which shall contain at a minimum provisions governing inter alia:
    - a. The amount of securities to be deposited;
    - b. The type of securities to be deposited, (eligible securities for deposit are described in Government Code section 16430);
    - c. The providing of powers of attorney or other documents necessary for the transfer of the securities deposited;
    - d. The terms and conditions of conversion to cash to provide funds to meet defaults by the Contractor including, but not limited to termination of the Contractor's control over the Work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the Contract;
    - e. The decrease in value of securities on deposit; and
    - f. The termination of the escrow Agreement upon completion of the Contract and acceptance by the Agency.
  - 2. I will obtain written consent of the Surety to any such escrow Agreement; and
  - 3. I will attach to each progress payment submitted a notarized copy of escrow instructions executed by agents thereof and on bank letterhead as proof that such an account has been established. Such instructions will set forth that securities deposited shall not be withdrawn for any purpose. (with Contractor's complete and unreserved Agreement) without prior written approval by the Agency with respect to the Project herein above referenced.

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Signature of Contractor

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Print Name

---

Title

DRAFT

## **ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION**

(Public Contract Code section 22300)

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the MONTEREY COUNTY WATER RESOURCES AGENCY, (hereinafter "Owner") whose address is 1441 Schilling Place, North Bldg, Salinas, CA 93901, ("Contractor"), whose place of business is located at \_\_\_\_\_ Owner, as escrow agent OR ☐ (Name of Bank) \_\_\_\_\_ a state or federally chartered bank in the State of California, whose place of business is located at \_\_\_\_\_ ("Escrow Agent").

For the consideration hereinafter set forth, Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to California Public Contract Code section 22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to Contract Number \_\_\_\_\_ entered into between Owner and Contractor for **CSIP SUPPLEMENTAL WELL 11B02 REPLACEMENT PROJECT** located in Monterey County, California in the amount of \$ \_\_\_\_\_ dated \_\_\_\_\_ 20\_\_\_\_, (the "Contract"). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Owner within ten days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between Owner and Contractor. Securities shall be held in name of \_\_\_\_\_ and shall designate Contractor as the beneficial owner.
2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in Paragraph 1 of this Document.
3. When Owner makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Owner pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the escrow Account, and all expenses of Owner. Such expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.

5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to withdrawal of amount sought to be withdrawn by Contractor.
7. Owner shall have the right to draw upon the securities in event of default by Contractor. Upon seven (7) days written notice to Escrow Agent from Owner of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.
8. Upon receipt of written notification from Owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from Owner and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Document and Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as set forth below. Owner or Contractor may designate a different person authorized to give or receive written notice on their behalf with 48 hours written notice to the other parties listed below.

ON BEHALF OF OWNER:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

ON BEHALF OF CONTRACTOR:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

ON BEHALF OF ESCROW AGENT:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

IN WITNESS WHEREOF the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

ON BEHALF OF OWNER:

ON BEHALF OF CONTRACTOR:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

ATTEST:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

ESCROW AGENT:

\_\_\_\_\_  
Escrow Agent / Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

REVIEWED AS TO FORM:

\_\_\_\_\_  
Escrow Agent / Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

At the time the Escrow Account is opened Owner and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Document.

MONTEREY COUNTY WATER RESOURCES AGENCY

**GUARANTY**

TO: The MONTEREY COUNTY WATER RESOURCES AGENCY ("Owner"), for **CSIP SUPPLEMENTAL WELL 11B02 REPLACEMENT PROJECT**.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to Owner for a period of one (1) year following the date of Final Completion of the Work: Completed, or such longer period specified in Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work. Final Completion shall be the date the Monterey County Water Resources Agency accepts all Work as complete.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one (1) year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall respond within 24 hours after being notified in writing by Owner of any Work not in accordance with the requirements of the Contract or any defects in the Work. Contractor shall commence and prosecute with due diligence all Work necessary to fulfill the terms of this Guaranty, and to complete the Work within a reasonable period of time. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the Work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents.

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

MONTEREY COUNTY WATER RESOURCES AGENCY

**IRAN CONTRACTING ACT CERTIFICATION**

As specified in the INSTRUCTIONS TO BIDDERS, pursuant to Public Contract Code section 2204, each bidder submitting a Bid in which the Total Amount set forth on its Bid Schedule is \$1,000,000 or more must also submit with its bid this IRAN CONTRACTING ACT CERTIFICATION, and the failure to submit the IRAN CONTRACTING ACT CERTIFICATION may render the bid non-responsive.

The undersigned Bidder certifies as follows (check the applicable circumstance):

\_\_\_\_\_The company submitting the accompanying bid is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b), and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

\_\_\_\_\_The company submitting the accompanying bid has previously received written permission from the Agency, pursuant to subdivision (c) or (d) of Public Contract Code section 2203, to submit a bid. A copy of the written permission from the Agency is submitted with the accompanying bid.

I, the person signing below, hereby certify that I am duly authorized to execute this certification on behalf of the Company identified below, and that I am aware that Public Contract Code section 2205 establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts.

Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Contractor’s Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

CSIP SUPPLEMENTAL WELL 11B02 REPLACEMENT PROJECT

**EXHIBIT B:**  
TECHNICAL SPECIFICATIONS