

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: SEWER IMPROVEMENTS
FORESTVILLE WATER DISTRICT

The Owner represented by the undersigned has considered the Proposal submitted by you for the above described work.

It appearing that it is to the best interest of the Owner to accept your Proposal in the amount of _____ (\$ _____), you are hereby notified that your Proposal has been accepted.

You are required to execute the formal contract with the Owner and to furnish the required insurance certificates within ten (10) calendar days after the mailing date of this Notice to you.

To expedite the completion of the Contract documents your attention is directed to Section F-2 of the Specifications which should be called to the attention of your underwriter in preparing the insurance certificates.

Dated this _____ day of _____, 2024.

FORESTVILLE WATER DISTRICT

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

this _____ day of _____, 2024.

CONTRACTOR

By _____

Title _____

SECTION "E"

ARTICLES OF AGREEMENT

SEWER IMPROVEMENTS
FORESTVILLE WATER DISTRICT

THIS AGREEMENT, made and entered into as of this ____ day of _____, 2024, by and between Forestville Water District ("Owner"), and _____ ("Contractor").

WITNESSETH:

THAT WHEREAS, the Owner has invited sealed proposals for the construction of SEWER IMPROVEMENTS in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the Notice to Bidders and Invitation to Bid, has submitted to the Owner, in the manner and within the time specified, a sealed Proposal accompanied by a Proposal Guaranty for ten percent (10%) of the amount bid for construction of Sewer Improvements, in accordance with the terms of this Agreement; and

WHEREAS, the Owner has duly awarded to the Contractor an Agreement therefor for the sum or sums named in the Proposal.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I, WORK TO BE DONE

That the Contractor, for himself, his heirs, executors, administrators, successors and assigns (as the case may be) covenants and agrees with the Owner under the conditions set forth in Bonds bearing date of _____, 2024, which are herein contained and made a part hereof, to furnish all necessary equipment, materials, labor, machinery and appliances and at his own risk and expense complete the construction of Sewer Improvements, for the Owner, complete in accordance with the terms of this Agreement, and according to such instructions as may be issued or given by the Engineer.

ARTICLE II, PARTS OF THE AGREEMENT

That the complete Agreement involves the following documents, by this reference incorporated herein, and other undertakings:

1. Notice to Bidders
2. Information for the Instructions to Bidders
3. Proposal and Proposal Guaranty
4. Articles of Agreement
5. Contract Bonds (Performance, labor and Materials, Maintenance)
6. General Specifications
7. Detailed Specifications

8. Contract Drawings

All of the documents named above are contained herein with the exception of Contract Drawings and Reference Specifications as described in Detailed Specifications.

ARTICLE III, AMOUNT TO BE PAID

That the Owner agrees to pay those certain prices stated in Section "D", Proposal, submitted by the Contractor for the complete performance of this Agreement by the Contractor.

The Contractor hereby agrees to accept the prices as stated in the Proposal as full compensation for all materials and appliances necessary to the work; for all labor and use of tools and other implements necessary for executing the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work; for all risks of every description connected therewith; for all expenses incurred in and in consequence of the suspension or discontinuance of the work, as herein specified; for all liability and other insurance; for all fees or royalties or other expense on account of any patent or patents; for all overhead and other expenses incident to the work and expected profits; and for well and faithfully performing and completing the work and all of the work within the time specified in the Information for and Instructions to Bidders, all according to the Contract Drawings and Specifications, the details and instructions, and the requirements of the Owner thereunder.

The prices, including all transportation charges, are set forth in the Proposal.

AGREEMENT

IN WITNESS WHEREOF, this Agreement is being executed in triplicate and the Parties have caused their names to be signed by authority of their duly authorized officers this _____ day of _____, 2024.

OWNER

FORESTVILLE WATER DISTRICT

By _____
President

Countersigned:

By _____
Secretary

CONTRACTOR

By _____

Title _____

WORKERS COMPENSATION STATEMENT

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED
WITH ARTICLES OF AGREEMENT

As required by Section 1860 of the California Labor Code and in accordance with the provisions of Section 3700 of the Labor Code, Contractor will be required to secure worker's compensation coverage for its employees.

In accordance with Section 1861 of the California Labor Code,

I, _____ of _____, state the following: I am aware of the provisions of Section 3700 of the Labor Code which require 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 I will comply with such provisions before commencing the performance of the work of this contract.

Signature

Date

Attach Notary Statement.

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FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, the FORESTVILLE WATER DISTRICT, SONOMA COUNTY, California, hereinafter designated the "Owner," has, on _____, 2024, awarded to _____, hereinafter designated as the "Principal," a contract for the construction of the Sewer Improvements.

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

NOW, THEREFORE, WE, the Principal, and _____, as Surety, are held and firmly bound unto the Owner the penal sum of _____ dollars (\$ _____) lawful money of the United States, 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 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 faithfully perform the covenants, conditions, and agreements in the contract and any alterations 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, the Owner, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue and Principal and Surety, in the event suit is brought on this bond, will pay to the Owner such reasonable attorney's fees as shall be fixed by the court.

And the 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 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 specifications. The Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

As a part of the obligation secured hereby and in addition to the amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Owner in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety certifies that it is an admitted surety insurer as prescribed by the California Bond and Undertaking Law (commencing at Code of Civil Procedure Section 995.010).

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their seals this _____ day of _____, 2024, the name and corporate seal of each party being hereby affixed and these presents duly signed by their authorized representatives.

Principal

(Seal)

Signature for Principal

Title

Surety

(Seal)

Signature for Surety

Title

The name and address at which the Principal may be served with notices, papers and other documents is as follows:

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, the FORESTVILLE WATER DISTRICT, Sonoma County, California, hereinafter designated the "Owner," has, on

_____, 2024, awarded to _____, hereinafter designated as the "Principal," a contract for the construction of the Sewer Improvements.

WHEREAS, the Principal is required to furnish a bond in connection and with the contract, providing that if the Principal, or any of his or its subcontractors, shall fail to pay for any materials, provision, or other supplies 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 Owner the penal sum of _____ dollars (\$ _____) lawful money of the United States, 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.

NOW, THEREFORE, if the Contractor, or a subcontractor, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay (1) any of the persons named in Section 3181 of the California Civil Code, (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or (3) 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 his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, then the Surety will pay the same, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons entitled to file claims under Civil Code Section 3181, so as to give a right of action to those persons or their assigns in any suit brought upon this bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition of the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, release the Surety from its obligations of this bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. The Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

The Surety certifies that it is an admitted surety insurer as prescribed by the California Bond and Undertaking Law (commencing at Code of Civil Procedure Section 995.010).

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their seals this _____ day of _____, 2024, the name and corporate seal of each party being hereby affixed and these presents duly signed by their authorized representatives.

Principal

(Seal)

Signature for Principal

Title

Surety

(Seal)

Signature for Surety

Title

The name and address at which the Principal may be served with notices, papers and other documents is as follows:

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, the FORESTVILLE WATER DISTRICT, Sonoma County, California, hereinafter designated the "Owner," has, on _____, 2024, awarded to _____ hereinafter designated as the "Principal," a contract for the construction of the Sewer Improvements, which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, the PRINCIPAL is required under the terms of the Contract to furnish a bond for the correction of any defects due to defective materials or workmanship in the work performed under the Contract.

NOW, THEREFORE, we the PRINCIPAL and the undersigned

_____, as surety (designated "SURETY"), an admitted surety INSURER AUTHORIZED TO DO BUSINESS IN THE State of California, are held and firmly bound unto the Owner, (designated as the "OBLIGEE"), in the penal sum of _____ Dollars (\$_____), lawful money of the United States, being a sum not less than one hundred percent (100%) of the final Contract price, 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.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if, during a maintenance period of one (1) year from the date of acceptance by the OBLIGEE of the contracted work, the PRINCIPAL upon receiving written notice of a need for repairs which are directly attributed to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within five (5) Days for the date of said notice, then this obligation shall be null and void' otherwise it shall remain in full force and effect.

If any action shall be brought by the OBLIGEE upon this bond, a reasonable attorney's fee, to be fixed by the Court, shall be and become a part of OBLIGEE's judgement in any such action.

No right of actions shall accrue on this bond to, or for the use of, any person or corporation other than the OBLIGEE named herein or the heirs, executors, administrator or successor of the OBLIGEE.

IN WITNESS WHEREOF, the above parties have executed this instrument under their seals this _____ day of _____, 2024, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

(Seal)

Signature for Principal Title

Surety

(Seal)

Signature for Surety Title

The name and address at which the Principal may be served with notices, papers and other documents is as follows:

