

BOARD OF DIRECTORS
Special Meeting Agenda
September 16th, 2024, 4:00 p.m.
Board Room
19039 Bay Street, El Verano
(707) 996-1037

Board of Directors
Jon Foreman, President
Gary Bryant, Vice President
Steven Caniglia
Steve Rogers
Colleen Yudin-Cowan

PUBLIC NOTICE

Members of the public may participate in this open, public meeting in person.

Time will be provided for public comment. Any member of the public wishing to speak will be allowed 3 minutes to make a statement. Board President will call for comments prior to the Board deliberating on pending action. However, please note that no action can be taken on any item unless printed on the agenda and included with the meeting notice. Therefore, any item discussed by members of the public and not shown on the agenda will only be received for information. The Board of directors may choose to set such item for future discussion and staff report. A full agenda packet is available at the District office for public view. A fee may be charged for copies. During the meeting, information and supporting materials are available in the Boardroom. District facilities and meetings comply with the Americans with Disabilities Act. If special accommodations are needed, please contact the District as soon as possible, but at least two days prior to the meeting.

All open meetings are recorded. Recordings for each meeting are retained for a minimum of 90 calendar days and may be heard upon request, at no cost. Please contact a member of the District staff for assistance. ITEMS ON THIS AGENDA MAY BE TAKEN OUT OF THE ORDER SHOWN.

Any writings or documents provided to a majority of the Board regarding any item on this agenda will be made available for public inspection in the VOMWD office located at the above address during normal business hours.

1. CALL TO ORDER – PLEDGE – ROLL CALL

2. PUBLIC COMMENTS:

This section of the agenda is provided so that the public may express comments on any item within the District's jurisdiction not listed on the agenda. Board members can ask questions for clarification, respond to statements or questions from members of the public, refer a matter to staff, or follow Board procedures to direct staff to place a matter of business on a future agenda. The public may express comments on agenda items at the time of Board consideration.

3. DISCUSSION AND ACTION (GENERAL BUSINESS)

Item 8.A Award of Contract – ASR Pilot Test Appurtenance Project # 3038 & 3039

4. REQUEST FOR FUTURE AGENDA ITEMS

5. ADJOURNMENT

The next scheduled Board meeting is a regular meeting at 6:30 p.m. on October 1st, 2024. Posted this 11th day of September online and in three public places.

Amanda Hudson

Amanda Hudson, Board Secretary

Date: September 16, 2024

Item: 8.A

MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Matt Fullner, General Manager

SUBJECT: Award of Contract – ASR Pilot Test Appurtenance Project # 3038 & 3039

Background

Valley of the Moon Water District received a DWR grant to study and install ASR facilities at the Park and Verano Well locations. The ASR/Production wells and Monitoring wells have already been constructed under separate contracts and work scopes. The District is now seeking to construct ASR Pilot Study Appurtenances at both well sites to facilitate the pilot study, where water will be injected into the aquifer via the new wells and monitored for specific parameters. The District advertised for and received bids to construct the facilities, and Weeks Drilling & Pump Co. was the lowest responsive bidder.

Recommendation:

Authorize the General Manager to execute a contract with Weeks Drilling & Pump Co. for the construction of ASR Pilot Facilities in the amount of \$75,347.86 with a change order authority of 10%, for a total amount not to exceed amount of \$82,882.65.

Attachment:

- Valley of the Moon Water District, ASR Pilot Test Appurtenance Project # 3038 & 3039 Agreement

Valley of the Moon Water District, ASR Pilot Test Appurtenance Project # 3038 & 3039 Agreement

THIS AGREEMENT, dated this [Month] _____, [Day] _____ 2024, by and between Weeks Drilling and Pump Co. whose place of business is located at 6100 HWY 12 Sebastopol CA 95472 ("Contractor"), and Valley of the Moon Water District ("District" or "District"), acting under and by virtue of the authority vested in District by the laws of the State of California.

WHEREAS, District, by Board approval at its meeting on September 16th, 2024, awarded to Contractor the following Contract:

ASR Pilot Test Appurtenance Project # 3038 & 3039

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and District agree as follows:

SCOPE OF WORK OF THE CONTRACT

Work of the Contract

Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Price for Completion of the Work

District shall pay Contractor the following Contract Sum of \$75,347.86 for completion of the Work in accordance with the Contract Documents as set forth in Contractor's Bid, attached hereto.

The Contract Sum includes all allowances (if any).

COMMENCEMENT AND Completion of Work

1. Construct the ASR Pilot Test Appurtenances as outlined in the attached scope of work as soon as possible, with a completion date of not later than October 28, 2024
2. Upon completion of the Pilot Test by District staff, deconstruct the ASR Pilot Test Appurtenances per the attached scope of work within 30 Days, which is anticipated to be approximately May 1, 2025.

Project REPRESENTATIVES

District's Project Manager

District has designated Matt Fullner, General Manager as its Project Manager to act as District's Representative in all matters relating to the Contract Documents.

District may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other District Representative.

Contractor's Project Manager

Contractor has designated _____ [or other] as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.

Liquidated Damages FOR DELAY IN COMPLETION OF WORK

Liquidated Damage Amounts

As liquidated damages for delay Contractor and District agree that a reasonable amount of damages for late completion is \$500.00 (five hundred dollars) per day for the first 7 calendar days starting the first day following the current contract completion date. Damages for late completion shall increase to \$1,000 (one thousand dollars) per day beginning the eighth calendar day following the current contract completion date, and for every calendar day thereafter during which the work remains uncompleted. Contractor agrees to pay these sums as damages within 30 days of incurrence and agrees that they are not imposed as a penalty.

Contract Documents

*The Contract Documents consist of the following documents, including all Change Orders, Addenda, and Modifications thereto: **This bid package in its entirety.***

Miscellaneous

Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.

It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of District or acting as an employee, agent, or representative of District, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of District is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body 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. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgment by the parties.

Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at District's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Sonoma, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Sonoma.

Dispute Resolution

In the event there are disputes and/or controversies relating to the interpretation, construction, performance, termination, breach of, or withdrawal from this Contract, the Parties

involved shall in good faith meet and confer within twenty-one (21) calendar days after written notice has been sent to the Disputing parties. In the event that the parties are not able to resolve the dispute through informal negotiation, the parties agree to submit such dispute to formal mediation before litigation. If parties cannot agree upon the identity of a mediator within ten (10) business days after a party requests mediation, then the parties shall each select a mediator and those two mediators will select a third mediator to mediate the dispute. The parties shall share equally in the cost of the mediator or mediators who ultimately mediate the dispute, but neither party shall be entitled to collect or be reimbursed for other related costs, including but not limited to attorneys' fees. If mediation proves unsuccessful and litigation of any dispute occurs, the prevailing party shall be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which the party may be entitled. If a party refuses to participate in mediation prior to commencing litigation, that party shall have waived its right to attorney fees and costs as the prevailing party.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

CONTRACTOR: Weeks Drilling & Pump Co.

By: _____
(Signature)

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

By: _____
(Signature)

Its: _____
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

DISTRICT: Valley of the Moon Water District

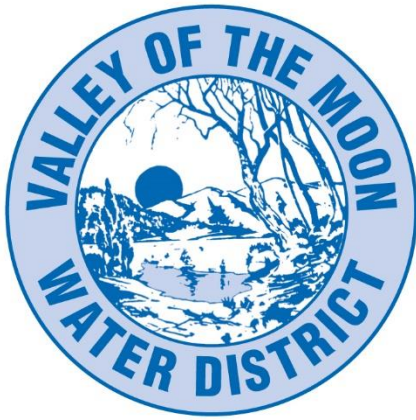
By: _____
(Signature)

(Print Name)

General Manager

Attest: _____
Deputy Secretary

(Print Name)



VALLEY OF THE MOON WATER DISTRICT

A Public Agency Established in 1962
19039 Bay Street · P.O. Box 280
El Verano, CA 95433-0280
Phone: (707) 996-1037
Fax: (707) 996-7615

July 29, 2024

To: Well and Pump Contractors

Sent via email

Re: Invitation to Bid (Informal) to Construct Aquifer Storage and Recovery (ASR) Pilot Test Appurtenances

Bids from interested parties are due by 2:00 PM September 2nd, 2024.

Dear Contractor,

Valley of the Moon Water District (District) is requesting informal bids from contractors, to construct ASR Pilot Study appurtenances at two wells that are being studied for possible ASR use in the District. The two sites are:

- 1) the "Park Site" located at 17128 Park Avenue, Sonoma, CA; and
- 2) the "Verano Site" located at 1032 Verano Avenue, Sonoma, CA.

If you/your company is interested in supplying a bid to the District, please read below for further information and instructions:

DESCRIPTION OF WORK:

The District is working under a Department of Water Resources (DWR) Urban and Multibenefit Drought Relief Funding grant, to construct ASR-capable wells at the two above-mentioned locations. One of the wells (Verano) is existing, and the other (Park) is a new well. The production/ASR well and the needed monitoring wells at both sites have been constructed, and it is now time to conduct the Aquifer Storage and Recovery Feasibility Study and Pilot Test. In order to conduct this phase of the work, a temporary infrastructure, testing equipment, etc. will be needed at both locations as outlined in the attached "Proposed Scope of Work", prepared by EKI Environment & Water.

To be eligible to bid, the qualified contractor must attend a **mandatory pre-bid site walk meeting on Monday, August 12th, 2024 at 10:00 AM.** The site walk will begin at the District's main office at 19039 Bay St, Sonoma, CA 95476, and then proceed to both well sites.

Sealed bids are due by **2:00 PM September 2nd, 2024.** Please title your bid "ASR Pilot Study Appurtenances", and address follows:

For parcel service or hand delivery:
(USPS will not deliver to the physical address)

Attention: Matt Fullner
Valley of the Moon Water District
19039 Bay St.
Sonoma, CA 95476

For USPS "mail" delivery:

Attention: Matt Fullner
Valley of the Moon Water District
P.O. Box 280
El Verano, CA 95433

Bid Opening: 2:30 PM September 2nd, 2024; VOMWD District Office, 19039 Bay Street, Sonoma California 95476.

TIME OF COMPLETION

The time of completion of the work to be performed under this contract is as follows:

The contract work pertaining to the ASR Pilot Test Appurtenance construction must be completed and ready to be used for the Pilot Test no later than October 28, 2024. The deconstruction of the ASR Pilot Test Appurtenances will occur after the pilot test is conducted by District staff. The Contractor will have 30 days to complete this portion of the work after notification by the District. It is expected that the notification will occur on or about April 1, 2025.

LIQUIDATED DAMAGES

Contractor agrees that the "Time of Completion" is defined in the Bid Documents and agrees to complete the work by said date. The Contractor and District agree that the District will suffer damages each day the work remains uncompleted after the Time of Completion (note: different dates for construction completion and deconstruction completion) and that the amount of those damages will be difficult to ascertain. Contractor and District agree that a reasonable amount of damages for late completion is \$500.00 (five hundred dollars) per day for the first 7 calendar days starting the first day following the current contract completion date. Damages for late completion shall increase to \$1,000 (one thousand dollars) per day beginning the eighth calendar day following the current contract completion date, and for every calendar day thereafter during which the work remains uncompleted. Contractor agrees to pay these sums as damages within 30 days of incurrence and agrees that they are not imposed as a penalty.

BID SECURITY

Bids must be accompanied by a certified check drawn on a bank in good standing or a bid bond issued by a surety company authorized to issue such bonds in the State of California, in an amount of not less than **ten percent (10%)** of the total amount of the bid submitted. This check or bid bond shall be given as a guarantee that if awarded the contract, the successful bidder will execute the attached contract and furnish a properly executed performance bond in the full amount of the contract price within the time specified.

RECORD OF EXPERIENCE BY THE PRIME CONTRACTOR

At the time of submission of bids, all bidders must provide and certify information that clearly demonstrates a 3-year period of expanding experience. Said experience must be with products similar to that specified in this contract. Experience must include projects of a similar size and scope of work and be within the local geographic area (within 200 miles). Information shall be provided on the form provided in the bid packet and include project name, description of work, cost, location, point of contact, and telephone number. The District reserves the right to reject bids that do not contain and confirm the required experience information.

CONTRACT DOCUMENTS

The Contract Documents pertaining to this work consist of the material bound and attached herewith. Contract amount will be determined based on the available funds, selected alternatives, if applicable, and the lowest responsive bid. These Contract Documents are intended to provide all details reasonably required for the execution of the proposed work. Any person contemplating the submission of a bid and being in doubt as to the meaning or intent of said Contract Documents should request of the District's General Manager, in writing, an interpretation thereof. Any interpretation or change in said Contract Documents should be made in writing, and a copy of such interpretation or change will be published, as shall be all other addenda, on District's website. Addenda may be downloaded from the District's website. Bidders should frequently check the District's website until closing, i.e., at least once weekly until the week of closing and at least once daily the week of the closing. District will not be responsible for any other explanation or interpretation of said Documents.

WORK PERFORMED BY THE PRIME CONTRACTOR

At the time of submission of bids, all bidders must identify and certify their company will accomplish a minimum of 50% of on-site construction involving both labor and materials. The District reserves the right to reject bids that do not clearly and accurately identify the minimum of on-site work to be performed by the contractor.

SUPERVISION OF WORK BY THE PRIME CONTRACTOR

Only an experienced, full-time employee of the prime contractor will supervise the work on behalf of the prime contractor. Said supervisor must have a demonstrated supervisory role of a minimum of three (3) years and be employed by the prime contractor for a minimum of twelve (12) months prior to the award of the contract.

CONTRACTING LICENSE REQUIREMENT

The bidder must be registered with the California Contractor State License Board.

Each bid must contain the license number of the bidder and subcontractors.

PREPARATION OF BID

The bid for the work contemplated is to be submitted on the form prescribed in the bid herein. All blank spaces on the bid form must be filled in ink, both in words and in numbers where applicable. No changes shall be made in the phrasing of the forms or in the items mentioned herein. Written amounts shall govern in cases of discrepancy between the amounts stated in writing and the amounts stated in numbers.

Any bid that contains omissions, erasures, alterations, additions of any kind, or items uncalled for, or which in any manner fail to conform to the conditions of the published Advertisement for Bids and associated addenda, may be rejected by the District.

Bids made by corporations or partnerships shall contain names and addresses of the principal officers or partners.

SUBMISSION OF BIDS

All bids must be submitted at the time and place and in the manner prescribed in the Advertisement for Bids. Bids must be made on the prescribed bid forms attached herewith and submitted intact with the bid documents. Late bids will not be considered. Faxed or e-mailed bids will not be considered.

FIRST TIER SUBCONTRACTOR DISCLOSURE

If a bid for the project contains subcontractor, the Bidder must submit a written disclosure of the names, addresses, contractor license number, if applicable, and amount of subcontract for all subcontractors furnishing labor or labor and materials whose subcontracts are equal to or greater in value than 5% of the total project bid and describe the Work that each Subcontractor will perform.

WITHDRAWAL OF BID

Any bid may be withdrawn prior to the scheduled date and time for the opening of bids either by written request, or in person. No bid may be withdrawn after the time scheduled for opening of bids.

The District reserves the right to retain the bid security of the three (3) lowest bidders until the successful bidder has furnished a one hundred percent (100%) performance bond. Upon failure of the successful bidder to deliver performance bond within the specified time, the next lowest bid may be accepted at the District's discretion, whereupon the above instructions and requirements will apply to the said second bidder. Bid security of all bidders, except the three (3) lowest, will be returned promptly after the evaluation of bids; bid security of the three lowest bidders will be returned within three (3) days after the contract has been executed or other disposition made thereof in accordance with the provisions stated herein.

CONDITIONS OF WORK

Each bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful bidder of his obligation to enter into a contract and complete the contemplated work in strict accordance with the Contract Documents. Each bidder must inform himself on all laws and statutes, both Federal and State, relative to the regular execution of the work, the employment of labor, right-of-way, and access to the work, fire protection regulations, and similar requirements.

AWARD OR REJECTION

The contract will be awarded to the lowest responsive, responsible bidder complying with the bid specifications. Should the District have sufficient funding and desire alternates, the contract will be awarded to the alternates selected by the District at the District's sole discretion.

The District reserves the right to reject any or all bids or to waive any formality, informality, irregularity, or technicality in any bid. No bidder may withdraw his bid for a period of ninety (90) days after the date of opening thereof. The acceptance of a bid will be by notice in writing, mailed, or delivered to the office designated in the Bid.

ADDENDA

Any addenda issued during the time of bidding and forming a part of the Contract Documents to the bidder for the preparation of his bid shall be covered in the bid and shall be made a part of the contract. Addenda will be handled as follows: District will not mail notice of Addenda, but will publish notice of any Addenda on District's website. Addenda may be downloaded from the District's website. Bidders should frequently check the District's website until the date of closing, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing. Each addendum shall be required to be acknowledged in writing by the bidder.

EXECUTION OF CONTRACT

The contract is executed upon signature of the contract document by both the District's General Manager and the Contractor's representative authorized to sign the contract.

PERFORMANCE, PAYMENT AND PUBLIC WORKS BOND

The successful bidder shall file with the District performance and payment bonds in the full amount of the contract price of the contract within five (5) working days of written notification of award of the contract by the District. The surety company furnishing this bond shall have a sound financial standing and a record of service satisfactory to the District and shall be authorized to do business in the State of California. The Attorney-in-Fact (Resident Agent) who executes this performance and payment bond on behalf of the surety company must attach a copy of his power-of-attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

FAILURE TO FURNISH BOND

Should the successful bidder fail or refuse to execute the contract and furnish the performance and payment bonds, then the bid security deposited by said bidder shall be retained as liquidated damages by the District. It is agreed that this said sum is a fair estimate of the amount of damages the District will sustain in case the bidder fails to comply as provided herein and is not a penalty. Bid security deposited in the form of a certified check shall be subject to the same requirement as a bid bond.

RESPONSIBILITY OF PUBLIC AGENCY (VALLEY OF THE MOON WATER DISTRICT)

Advertise and accept bids for the project, award, administrate the contract, inspect the project for compliance with contract specifications, and provide payment as provided for in this contract.

CHANGES

District may at any time, and without notice, issue a written Change Order requiring additional work within the general scope of this Contract, or any amendment thereto, or directing the omission of or variation in work. If such Change Order results in a material change in the amount or character of the work, an equitable adjustment in the Contract price and other provisions of this Contract as may be affected may be made. Any claim by Contractor for an adjustment under this section shall be asserted in writing within thirty (30) days from the date of receipt from the Authorized Representative of District by Contractor of the notification of change, or the claim shall be deemed waived by contractor. The issuance of information, advice, approvals, or instructions by District's Representative or other District personnel shall not constitute an authorized change pursuant to this section. Whether made pursuant to this section or by mutual agreement, no change shall be binding upon District until a written Change Order is executed by the Authorized Representative of District, which expressly states that it constitutes a Change Order to this Contract. Nothing contained in this section or any claim by the Contractor shall excuse the Contractor from proceeding with the prosecution of the work in accordance with the Contract.

CONTRACTOR'S RESPONSIBILITY

Contractor shall complete the work as represented in these plans and specifications, and as modified by written change order or written direction of the District. It is understood that the plans, specifications, and other contract documents do not purport to control the method of performing the work, but only the requirements as to the nature of the completed work. The Contractor assumes the entire responsibility for the method of performing and installing the work. Suggestions as to the method included in the contract documents shall be deemed advisory only and the feasibility of such methods or the lack thereof shall not affect the Contractor's liability or status as an independent Contractor under this contract.

PAYMENTS

The District will make monthly payments as specified in the General Conditions, and as may be agreed by Contractor, Inspector, and General Manager. Progress payments may be submitted monthly to the District project manager. If the District is notified that payment from Contractor has not been made for labor or materials invoiced to the District by Contractor, the District may withhold monies from payment to the Contractor in a sum sufficient to pay for such labor or materials. With the final contract payment request, the contractor must include a statement certifying that all persons/subcontractors/suppliers supplying labor and material, whose costs are included with the current payment request, have been paid in full. Progress payments shall be made to the Contractor within twenty (20) days of the District's receipt of the statement of services.

"AS BUILT" PLANS

The Contractor shall maintain a set of "as built" plans noting the actual work performed, including dimensions, depths, thickness, materials, and other pertinent information marked in red ink on a clean set of project plans. The contractor shall include detailed drawings and changes as necessary to supplement the plan information. The contractor shall record in the as built plans the depth, location, type of pipe, and other information about other utilities or facilities encountered while constructing this project. The contractor shall note the products, and manufacturers (where possible) of installed materials.

PROJECT WORK AREA CLEANLINESS

It is understood that the cleaning of the work areas is required at the end of each working day and after project completion is considered incidental and that no additional compensation will be paid individually for this work. Pavement areas will be swept clean and all construction debris will be disposed of in a way approved by the Project Engineer.

PREVAILING WAGE

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Every contractor will be required to secure the payment of workers' compensation to his or her employees. Labor Code Section 1860. The contractor shall post the applicable prevailing wage rate on the project site. Labor Code Section 1771.4. The project is subject to prevailing wages. The applicable wage rates are available at www.dir.ca.gov.

Please feel free to contact me by phone or email if you have any questions or if you would like to schedule a time to view the job ahead of the proposal due date. Relevant questions will be answered in “addendum” format and shared with all on the email distribution list. **No addendum shall be issued later than August 21st, 2024.**

Yours,

A handwritten signature in blue ink, appearing to read "Matt Fullner", with a long horizontal flourish extending to the right.

Matt Fullner – General Manager

Attached:

- Exhibit A, “Bid Packet”
- Exhibit B, “Example Agreement”
- Exhibit C, “Proposed Scope of Work” including “Attachment 1 Section 4 of *Aquifer Storage and Recovery Feasibility Study and Pilot Test Work Plan*”

Exhibit A, “Bid Packet”

BID CHECKLIST

Project # 3038 & 3039

NOTE: This checklist has been prepared as an aid to contractors in preparing and checking bids for completeness. However, it is not intended to incorporate all requirements of the bid documents. The contractor is responsible for familiarizing him or herself with the documents and completing all requirements for bidding.

ASR Pilot Test Appurtenances	
Familiar with conditions of work and documents	
All blank spaces filled in	
Bid amount entered in words and numbers	
Registration with the California State License Board and license number noted	
Bonding Information (Performance and Payment)	
Reference Project Information	
Subcontractor Disclosure Listing	
Non-Collusion Affidavit	
Certified Check or Bid Bond (10% of Bid Total)	
Bidder Certifications	
Insurance and Indemnification Requirement Certification	
Bid Form	

CONTRACTOR'S LICENSE NUMBER

Contractor's Name: _____

List Contractor's License Number: _____

Tax I.D. : _____

BONDING INFORMATION

If the Bidder is awarded a construction Contract on this Bid, the Surety that will provide the Performance and Payment Bonds is:

whose address is:

The name of the Bidder who is submitting this Bid is:

doing business at:

which is the address where the contract and all communications concerned with this bid shall be sent.

REFERENCE PROJECT INFORMATION

Recent projects first

#1 (Project Name, Location, Contract Cost) Project description:

Project completion date: (contracted): _____ (actual): _____

Contact name: _____ Telephone: _____

#2 (Project Name, Location, Contract Cost) Project description:

Project completion date: (contracted): _____ (actual): _____

Contact name: _____ Telephone: _____

#3 (Project Name, Location, Contract Cost) Project description:

Project completion date: (contracted): _____ (actual): _____

Contact name: _____ Telephone: _____

DIRECTORS:

OFFICERS:

Gary Bryant – Jon Foreman – Steve Caniglia – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

SUBCONTRACTOR DISCLOSURE LISTING

If a bid for the project contains subcontractor(s), the Bidder must submit a written disclosure of the names, addresses, contractor license number, if applicable, and amount of subcontract for all subcontractors furnishing labor or labor and materials whose subcontracts are equal to or greater in value than 5% of the total project bid and describe the Work that each Subcontractor will perform.

1 Subcontractor Name and description of work to be performed:

2 Subcontractor Name and description of work to be performed:

3 Subcontractor Name and description of work to be performed:

4 Subcontractor Name and description of work to be performed:

5 Subcontractor Name and description of work to be performed:

DIRECTORS:
OFFICERS:

Gary Bryant – Jon Foreman – Steve Caniglia – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

Public Contract Code §7106

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

Gary Bryant – Jon Foreman – Steve Caniglia – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

BID BOND

Project #3038 & #3039

KNOW ALL PEOPLE BY THESE PRESENTS, that _____,
hereinafter called the Principal, and _____, a Corporation duly organized
under the Laws of the State of California, having its principle place of Business at _____
_____, in the State of _____, and authorized to do business in the
State of California as Surety, are held and firmly bound unto the Valley of the Moon Water District,
hereinafter called the District, in the penal sum of: _____ Dollars (\$
) , for the payment of which, 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 BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his
Bid for the above noted project in the District, said Bid, by reference thereto, being hereby made a part
hereof.

NOW, THEREFORE, if the said Bid submitted by the said Principal be accepted, and the Contract be
awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the
bidding and the Contract Documents within the time set by said Documents, then this obligation shall be
void. If the Principal shall fail to execute the proposed Contract, the Surety hereby agrees to pay to the
District the penal sum as liquidated damages.

Signed and sealed this _____ day of _____, 20_____

Principal

By: _____

Surety

By: _____
Attorney-in-Fact (A Certified Copy of the Agent's Power
of Attorney must be attached)

DIRECTORS:
OFFICERS:

Gary Bryant – Jon Foreman – Steve Caniglia – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

BIDDER CERTIFICATIONS

The undersigned Bidder certifies to District as set forth in Sections 1 through 5 below.

1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with California Labor Code §1776, regarding wage records, and with California Labor Code §1777.5, regarding the employment and training of apprentices. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and Contractor and Subcontractors and am eligible to bid and work on public works projects.

5. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that the District will be relying on this certification if it awards the Contract to the undersigned.

BIDDER:

(Name of Bidder)

Date: _____, 20__

By: _____
(Signature)

Name: _____
(Print Name)

Job Title: _____

DIRECTORS:
OFFICERS:

Gary Bryant – Jon Foreman – Steve Caniglia – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

INSURANCE AND INDEMNIFICATION REQUIREMENT CERTIFICATION

INSURANCE

Indemnification – To the extent permitted by law, Contractor shall defend, indemnify, and hold harmless Valley of the Moon Water District (District), its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys’ fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the District, its directors, officers, employees, and authorized volunteers.

Minimum Scope and Limits of Insurance: Contractor shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

1. General Liability - Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to District) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. Workers' Compensation Insurance - The Contractor shall provide workers’ compensation coverage as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the District, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the District; this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
4. Builder’s Risk – (Course of Construction) if necessary- insurance utilizing an “All Risk” (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provision. See Responsibility of Work
5. Contractor’s Pollution Liability – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District)

Other Required Provisions – The Commercial General Liability policy and Contractors Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status: The District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.

2. Primary Coverage: For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respect to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers shall be in excess of the Contractor's insurance and shall not contribute to it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or equivalent or as otherwise approved by the District.

The Contractor agrees and he/she will comply with such provisions before commencing work. All of the insurance shall be provided on policy forms and through companies satisfactory to the District. The District reserves the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with the endorsement number. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Responsibility for Work - Until the completion and final acceptance by the District of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectations, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

The Contractor shall provide and maintain builder's risk (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage, or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by the District. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The Policy shall be endorsed by the District, its directors, officers, employees, and authorized volunteers named as loss payees, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by District.

Deductibles and Self-Insured Retentions - Insurance deductibles or self-insured retentions must be declared by the Contractor, and approved by the District. At the election of the District the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions as respects the District, its directors, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

Verification of Coverage - Evidences of Insurance Contractor shall furnish the District with copies of certificates and amendatory endorsements effecting coverage required by this contract. All certificates and endorsements

are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages, required by these specifications, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Continuation of Coverage - The Contractor shall, upon demand of the District deliver evidence of coverage showing continuation of coverage for at least (5) years after completion of the project. Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District (if builder's risk insurance is applicable) to District at least ten (10) days prior to the expiration date.

Sub-Contractors - In the event that the Contractor employs other Contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above (via as broad as ISO CG 20 38 04 13). The Contractor shall, upon demand of the District, deliver to the District copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

Other Considerations/Exceptions:

If scope includes Design/Build exposures include:

Professional Liability - with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

Professional Liability maybe Claims Made Policies – include the following provisions.

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

GENERAL CONDITIONS

Safety - In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. The Contractor shall provide all safeguards, safety devices, and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. Safety precautions shall include but shall not be limited to: adequate life protection and life-saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gangplanks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses (including but not limited to exposure to the Coccidioides

fungus and Valley Fever); and adequate facilities for the proper inspection and maintenance of all safety measures

Contractor must obtain all applicable Division of Occupational Safety and Health (CAL-OSHA) permit(s) and others required by California Labor Code and California Government Code, prior to the initiation of any practices, work, method, operation, or process related to the work covered in the contract. Permits required by governmental authorities will be obtained at Contractor's expense.

It is a condition of this contract, and shall be made a condition of each subcontract which the Contractor enters into pursuant to this contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify District and the utility owner if he/she disturbs, disconnects, or damages any utility.

In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to District specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by District prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to the District before work begins.

In signing below, I hereby certify that I am able to obtain the above referenced insurance and indemnification requirements and will have them in full force prior to signing the Contract Agreement with the District.

BIDDER:

(Name of Bidder)

Date: _____, 20__

By: _____
(Signature)

Name: _____
(Print Name)

Job Title: _____

DIRECTORS:
OFFICERS:

Gary Bryant – Jon Foreman – Steve Caniglia – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

BID FORM

THIS BID IS SUBMITTED BY:

(Firm/Company Name)

Re: **ASR Pilot Test Appurtenance Project # 3038 & 3039, Sonoma CA**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with District in the form included in the Attachments "Contract Document Agreement", 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 and Bid.
2. Bidder accepts all of the terms and conditions of the "Contract Document Agreement", including this Bid packet in its entirety. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Documents, performed all necessary Pre-Bid investigations, and received the following Addenda:

Addendum Number	ADDENDUM DATE	Signature of Bidder

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract and Bid Documents for the following sums of money listed in the following Schedule of Bid Prices:

ITEM #	BID ITEM	EST. QTY.	UNIT
1	Provide services and materials outlined in the attached scope of work, to construct and deconstruct the ASR Pilot Study Appurtenances.	1	Lump Sum
TOTAL BASE BID AMOUNT described in words is: _____ _____			
TOTAL BASE BID AMOUNT described numerically is: \$ _____ and _____/100			

DIRECTORS:
OFFICERS:

Gary Bryant – Jon Foreman – Steve Caniglia – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

Exhibit B, "Example Agreement"

THIS AGREEMENT, dated this [date] day of [Month], [2024], by and between [Name of Contractor] whose place of business is located at [Address of Contractor] ("Contractor"), and Valley of the Moon Water District ("District" or "District"), acting under and by virtue of the authority vested in District by the laws of the State of California.

WHEREAS, District, by Board approval at its meeting on [Month/Date/Year] awarded to Contractor the following Contract:

ASR Pilot Test Appurtenance Project # 3038 & 3039

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and District agree as follows:

SCOPE OF WORK OF THE CONTRACT

Work of the Contract

Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Price for Completion of the Work

District shall pay Contractor the following Contract Sum of \$ _____ for completion of the Work in accordance with the Contract Documents as set forth in Contractor's Bid, attached hereto. The Contract Sum includes all allowances (if any).

COMMENCEMENT AND Completion of Work

1. Construct the ASR Pilot Test Appurtenances as outlined in the attached scope of work as soon as possible, with a completion date of not later than October 28, 2024
2. Upon completion of the Pilot Test by District staff, deconstruct the ASR Pilot Test Appurtenances per the attached scope of work within 30 Days, which is anticipated to be approximately May 1, 2025..

Project REPRESENTATIVES

District's Project Manager

District has designated Matt Fullner, General Manager as its Project Manager to act as District's Representative in all matters relating to the Contract Documents.

District may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other District Representative.

Contractor's Project Manager

Contractor has designated [] or other as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.

Liquidated Damages FOR DELAY IN COMPLETION OF WORK

Liquidated Damage Amounts

DIRECTORS:
OFFICERS:

Gary Bryant – Jon Foreman – Steve Caniglia – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

As liquidated damages for delay Contractor and District agree that a reasonable amount of damages for late completion is \$500.00 (five hundred dollars) per day for the first 7 calendar days starting the first day following the current contract completion date. Damages for late completion shall increase to \$1,000 (one thousand dollars) per day beginning the eighth calendar day following the current contract completion date, and for every calendar day thereafter during which the work remains uncompleted. Contractor agrees to pay these sums as damages within 30 days of incurrence and agrees that they are not imposed as a penalty.

Contract Documents

*The Contract Documents consist of the following documents, including all Change Orders, Addenda, and Modifications thereto: **This bid package in its entirety.***

Miscellaneous

Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.

It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of District or acting as an employee, agent, or representative of District, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of District is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body 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. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgment by the parties.

Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at District's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Sonoma, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Sonoma.

Dispute Resolution

In the event there are disputes and/or controversies relating to the interpretation, construction, performance, termination, breach of, or withdrawal from this Contract, the Parties involved shall in good

faith meet and confer within twenty-one (21) calendar days after written notice has been sent to the Disputing parties. In the event that the parties are not able to resolve the dispute through informal negotiation, the parties agree to submit such dispute to formal mediation before litigation. If parties cannot agree upon the identity of a mediator within ten (10) business days after a party requests mediation, then the parties shall each select a mediator and those two mediators will select a third mediator to mediate the dispute. The parties shall share equally in the cost of the mediator or mediators who ultimately mediate the dispute, but neither party shall be entitled to collect or be reimbursed for other related costs, including but not limited to attorneys' fees. If mediation proves unsuccessful and litigation of any dispute occurs, the prevailing party shall be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which the party may be entitled. If a party refuses to participate in mediation prior to commencing litigation, that party shall have waived its right to attorney fees and costs as the prevailing party.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

CONTRACTOR: [CONTRACTOR'S NAME]

By: _____
(Signature)

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

By: _____
(Signature)

Its: _____
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

DISTRICT: Valley of the Moon Water District

By: _____
(Signature)

(Print Name)

General Manager

Attest: _____
Deputy Secretary

(Print Name)

DIRECTORS:
OFFICERS:

Gary Bryant – Jon Foreman – Steve Caniglia – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

**Exhibit C, “Proposed Scope of Work” including “Attachment 1 Section 4 of
Aquifer Storage and Recovery Feasibility Study and Pilot Test Work Plan”**

DIRECTORS:
OFFICERS:

Gary Bryant – Jon Foreman – Steve Caniglia – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

CONTRACTOR'S LICENSE NUMBER

Contractor's Name: Weeks Drilling & Pump Co.

List Contractor's License Number: 177681

Tax I.D. : 94-1413306

BONDING INFORMATION

If the Bidder is awarded a construction Contract on this Bid, the Surety that will provide the Performance and Payment Bonds is:

Don Rauratici Insurance Inc.

whose address is:

731 A Southpoint Blvd. Petaluma CA. 94954

The name of the Bidder who is submitting this Bid is:

Joshua Moore

doing business at:

6100 Hwy 12 Sebastopol CA. 95472

which is the address where the contract and all communications concerned with this bid shall be sent.

REFERENCE PROJECT INFORMATION

Recent projects first

#1 (Project Name, Location, Contract Cost) Project description:

1.2 million

Valley of the Moon ASR Project

Project completion date: (contracted): 11/30/23 (actual):

Contact name: (VOTM) Matt Fullner
Brian Larson

Telephone: 707-888-4109

#2 (Project Name, Location, Contract Cost) Project description:

\$426,000

Kenwood LLC 900 Campagna Lane Kenwood
Design Build Resort & Winy Water System
and Public Water System including testing
and development

Project completion date: (contracted): 7/30/24 (actual):

Contact name: Chuck Connors

Telephone: 707-695-4984

#3 (Project Name, Location, Contract Cost) Project description:

\$600,000

Town of Windsor Well Exploration & testing
Drilled & tested wells for Town of Windsor

Project completion date: (contracted): 10/16/23 (actual):

Contact name: Elizabeth Cargay

Telephone: 707-838-5385

DIRECTORS:
OFFICERS:

Gary Bryant – Jon Foreman – Steve Caniglia – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

SUBCONTRACTOR DISCLOSURE LISTING

If a bid for the project contains subcontractor(s), the Bidder must submit a written disclosure of the names, addresses, contractor license number, if applicable, and amount of subcontract for all subcontractors furnishing labor or labor and materials whose subcontracts are equal to or greater in value than 5% of the total project bid and describe the Work that each Subcontractor will perform.

1 Subcontractor Name and description of work to be performed:

Howey Bucket Portable Restrooms
Drop off 3 Clean Portable Restrooms at
each site

2 Subcontractor Name and description of work to be performed:

3 Subcontractor Name and description of work to be performed:

4 Subcontractor Name and description of work to be performed:

5 Subcontractor Name and description of work to be performed:

DIRECTORS:
OFFICERS:

Gary Bryant – Jon Foreman – Steve Caniglia – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

NON-COLLUSION AFFIDAVIT

Public Contract Code §7106

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) ss.
COUNTY OF Sonoma)

Joshua Moore, being first duly sworn,
(Name of Principal of Bidder)

deposes and says that he or she is Sales
(Office of Affiant)

of Weeks Drilling & Pump Co., the party
(Name of Bidder)

making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding, and that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of 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, or to secure any advantage against District, or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Executed under penalty of perjury under the laws of the State of California:

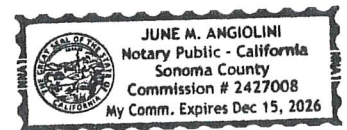
Weeks Drilling & Pump Co
(Name of Bidder)

[Signature]
(Signature of Principal)

Subscribed and sworn before me June M Angiolini

This 3rd day of September, 2024

Notary Public of the State of California
In and for the County of Sonoma
My Commission expires 12/15/2026



(Seal)

DIRECTORS:
OFFICERS:

Gary Bryant – Jon Foreman – Steve Caniglia – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

BID BOND

Project #3038 & #3039

KNOW ALL PEOPLE BY THESE PRESENTS, that Weeks Drilling & Pump Co.,
hereinafter called the Principal, and Nationwide Mutual Insurance Company, a Corporation duly organized
under the Laws of the State of California, having its principle place of Business at 1100 Locust Street
Des Moines, in the State of Iowa, and authorized to do business in the
State of California as Surety, are held and firmly bound unto the Valley of the Moon Water District,
hereinafter called the District, in the penal sum of: --10% of Total Bid-- Dollars (\$
) , for the payment of which, 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 BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his
Bid for the above noted project in the District, said Bid, by reference thereto, being hereby made a part
hereof.

NOW, THEREFORE, if the said Bid submitted by the said Principal be accepted, and the Contract be
awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the
bidding and the Contract Documents within the time set by said Documents, then this obligation shall be
void. If the Principal shall fail to execute the proposed Contract, the Surety hereby agrees to pay to the
District the penal sum as liquidated damages.

Signed and sealed this 4th day of September, 2024

Principal

By: Weeks Drilling & Pump Co.



Nationwide Mutual Insurance Company

Surety

By:

Paul Ramatici

Attorney-in-Fact (A Certified Copy of the Agent's Power
of Attorney must be attached)

DIRECTORS:
OFFICERS:

Gary Bryant – Jon Foreman – Steve Caniglia – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

BIDDER CERTIFICATIONS

The undersigned Bidder certifies to District as set forth in Sections 1 through 5 below.

1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with California Labor Code §1776, regarding wage records, and with California Labor Code §1777.5, regarding the employment and training of apprentices. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and Contractor and Subcontractors and am eligible to bid and work on public works projects.

5. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that the District will be relying on this certification if it awards the Contract to the undersigned.

BIDDER:

Weeks Drilling & Pump Co

(Name of Bidder)

Date: 8/30/, 2024 By: [Signature]

(Signature)

Name: Joshua Moore

(Print Name)

Job Title: Sales

DIRECTORS:
OFFICERS:

Gary Bryant – Jon Foreman – Steve Caniglia – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

INSURANCE AND INDEMNIFICATION REQUIREMENT CERTIFICATION

INSURANCE

Indemnification – To the extent permitted by law, Contractor shall defend, indemnify, and hold harmless Valley of the Moon Water District (District), its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the District, its directors, officers, employees, and authorized volunteers.

Minimum Scope and Limits of Insurance: Contractor shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

1. General Liability - Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to District) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. Workers' Compensation Insurance - The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the District, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the District; this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
4. Builder's Risk – (Course of Construction) if necessary- insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provision. See Responsibility of Work
5. Contractor's Pollution Liability – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District)

Other Required Provisions – The Commercial General Liability policy and Contractors Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

DIRECTORS:
OFFICERS:

Gary Bryant – Jon Foreman – Steve Caniglia – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

1. Additional Insured Status: The District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.

2. Primary Coverage: For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respect to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers shall be in excess of the Contractor's insurance and shall not contribute to it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or equivalent or as otherwise approved by the District.

The Contractor agrees and he/she will comply with such provisions before commencing work. All of the insurance shall be provided on policy forms and through companies satisfactory to the District. The District reserves the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with the endorsement number. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Responsibility for Work - Until the completion and final acceptance by the District of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

The Contractor shall provide and maintain builder's risk (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage, or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by the District. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The Policy shall be endorsed by the District, its directors, officers, employees, and authorized volunteers named as loss payees, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by District.

Deductibles and Self-Insured Retentions - Insurance deductibles or self-insured retentions must be declared by the Contractor, and approved by the District. At the election of the District the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions as respects the District, its directors, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

Verification of Coverage - Evidences of Insurance Contractor shall furnish the District with copies of certificates and amendatory endorsements effecting coverage required by this contract. All certificates and endorsements

DIRECTORS:
OFFICERS:

Gary Bryant – Jon Foreman – Steve Caniglia – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages, required by these specifications, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Continuation of Coverage - The Contractor shall, upon demand of the District deliver evidence of coverage showing continuation of coverage for at least (5) years after completion of the project. Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District (if builder's risk insurance is applicable) to District at least ten (10) days prior to the expiration date.

Sub-Contractors - In the event that the Contractor employs other Contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above (via as broad as ISO CG 20 38 04 13). The Contractor shall, upon demand of the District, deliver to the District copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

Other Considerations/Exceptions:

If scope includes Design/Build exposures include:

Professional Liability - with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

Professional Liability maybe Claims Made Policies – include the following provisions.

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

GENERAL CONDITIONS

Safety - In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. The Contractor shall provide all safeguards, safety devices, and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. Safety precautions shall include but shall not be limited to: adequate life protection and life-saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gangplanks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses (including but not limited to exposure to the Coccidioides

DIRECTORS:
OFFICERS:

Gary Bryant – Jon Foreman – Steve Caniglia – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

fungus and Valley Fever); and adequate facilities for the proper inspection and maintenance of all safety measures

Contractor must obtain all applicable Division of Occupational Safety and Health (CAL-OSHA) permit(s) and others required by California Labor Code and California Government Code, prior to the initiation of any practices, work, method, operation, or process related to the work covered in the contract. Permits required by governmental authorities will be obtained at Contractor's expense.

It is a condition of this contract, and shall be made a condition of each subcontract which the Contractor enters into pursuant to this contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify District and the utility owner if he/she disturbs, disconnects, or damages any utility.

In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to District specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by District prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to the District before work begins.

In signing below, I hereby certify that I am able to obtain the above referenced insurance and indemnification requirements and will have them in full force prior to signing the Contract Agreement with the District.

BIDDER:

Weeks Drilling & Pump Co.
(Name of Bidder)

Date: 8/30, 2024

By: [Signature]
(Signature)

Name: Joshua Moore
(Print Name)

Job Title: Sales

DIRECTORS:
OFFICERS:

Gary Bryant – Jon Foreman – Steve Caniglia – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
BRIANNA L RAMATICI-BYERS; JILL SEYMOUR; KATRINA MARIE CALDERON; PAUL RAMATICI;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 4 day of September, 2024.

Assistant Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sonoma)

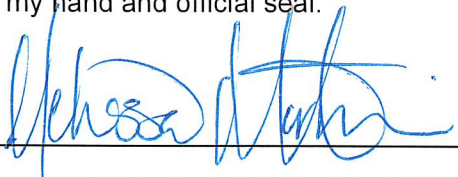
On September 4, 2024 before me, Melissa Martinoni - Notary Public
(insert name and title of the officer)

personally appeared Paul Ramatici,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



BID BOND

Project #3038 & #3039

KNOW ALL PEOPLE BY THESE PRESENTS, that Weeks Drilling & Pump Co.,
hereinafter called the Principal, and Nationwide Mutual Insurance Company, a Corporation duly organized
under the Laws of the State of California, having its principle place of Business at 1100 Locust Street
Des Moines, in the State of Iowa, and authorized to do business in the
State of California as Surety, are held and firmly bound unto the Valley of the Moon Water District,
hereinafter called the District, in the penal sum of: --10% of Total Bid-- Dollars (\$
) , for the payment of which, 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 BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his
Bid for the above noted project in the District, said Bid, by reference thereto, being hereby made a part
hereof.

NOW, THEREFORE, if the said Bid submitted by the said Principal be accepted, and the Contract be
awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the
bidding and the Contract Documents within the time set by said Documents, then this obligation shall be
void. If the Principal shall fail to execute the proposed Contract, the Surety hereby agrees to pay to the
District the penal sum as liquidated damages.

Signed and sealed this 4th day of September, 2024

Principal

By: Weeks Drilling & Pump Co.

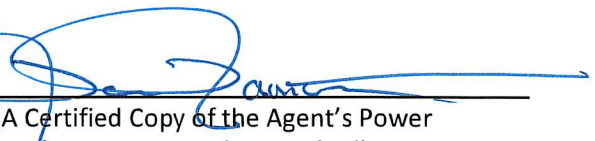


Nationwide Mutual Insurance Company

Surety

By: Paul Ramatici

Attorney-in-Fact (A Certified Copy of the Agent's Power
of Attorney must be attached)



DIRECTORS:
OFFICERS:

Gary Bryant – Jon Foreman – Steve Caniglia – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
BRIANNA L RAMATICI-BYERS; JILL SEYMOUR; KATRINA MARIE CALDERON; PAUL RAMATICI;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 4 day of September, 2024.

Assistant Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sonoma)

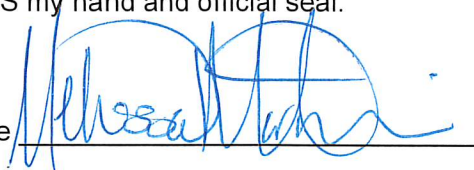
On September 4, 2024 before me, Melissa Martinoni - Notary Public
(insert name and title of the officer)

personally appeared Paul Ramatici,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



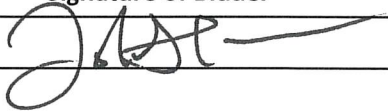
BID FORM

THIS BID IS SUBMITTED BY:

Weeks Drilling & Pump Co.
(Firm/Company Name)

Re: **ASR Pilot Test Appurtenance Project # 3038 & 3039, Sonoma CA**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with District in the form included in the Attachments "Contract Document Agreement", 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 and Bid.
2. Bidder accepts all of the terms and conditions of the "Contract Document Agreement", including this Bid packet in its entirety. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Documents, performed all necessary Pre-Bid investigations, and received the following Addenda:

Addendum Number	ADDENDUM DATE	Signature of Bidder
1	8/15/24	

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract and Bid Documents for the following sums of money listed in the following Schedule of Bid Prices:

ITEM #	BID ITEM	EST. QTY.	UNIT
1	Provide services and materials outlined in the attached scope of work, to construct and deconstruct the ASR Pilot Study Appurtenances.	1	Lump Sum
TOTAL BASE BID AMOUNT described in words is: <u>Seventy-five thousand three</u> <u>hundred forty-seven</u> ⁸⁶ / ₁₀₀			
TOTAL BASE BID AMOUNT described numerically is: \$ <u>75,347</u> and <u>86</u> /100			

DIRECTORS:
OFFICERS:Gary Bryant – Jon Foreman – Steve Caniglia – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

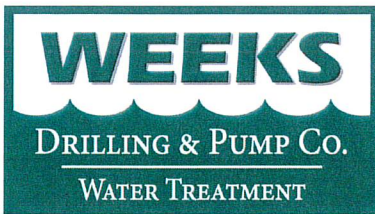
Don Ramatici Insurance, Inc.

Bond Form

to: Jill Seymour
jill@ramaticiins.com

Phone: (707) 782-9200
Fax: (707) 782-9300

Date Bond Ordered:	09/03/24	Date Bond Needed:	09/05/24
Requested By:	Phillip Thompson	Telephone #:	707-823-3184
Principal:	Weeks Drilling and Pump Co.		
Owner/Obligee:	Valley of the Moon Water District		
Address: Of Owner/Obligee	19039 Bay St., El Verano, CA 95433-0280		
Project Location:	17128 Park Ave., Sonoma Ca 95476		
Job Title Legal Description (including Bid/Contract ID#):	Construct Aquifer Storage and Recovery (ASR) Pilot Test Appurtenances Project #3038 & #3039		
Total Estimated / Actual Contract Price:		\$ 75,347.86	
Include Bid Specs Section Pertaining to Bonds			
Bid Bond:	% or Bid Bond Amount: 10%	Bid Date: 09/05/24	Bid Time: 2:00 PM
Form:	Owner * <input checked="" type="checkbox"/>	Surety <input type="checkbox"/>	Other * <input type="checkbox"/> * Attach copy
Include Copy of Contract			
Final Bonds:	Performance Bond: \$ 75,347.86	Payment Bond: \$	Maintenance Bond: \$
Form:	Owner: * <input checked="" type="checkbox"/>	Surety <input type="checkbox"/>	Other * <input type="checkbox"/> * Attach copy
Completion Requirements			
Start Date:	10/14/2024	Completion Date:	10/18/2024
Calendar Days:	5	Work Days:	5
Penalty / Liquidated Damages:		\$500/\$1,000	
Retention:	0%		
Scope of Work (describe special hazards):	Pull Existing Well Pump and Set Test Pump capable of 200gpm at similar depth to existing well pump Install level traducers in other two wells to monitor water levels during testing--sound tubes will be installed via lift and shift of each well--well pumps are not anticipated needing to be pulled for transducer implementation Perform a 8hr step test at 100gpm--record drawdown discharge--let well recover overnight minimum Perform second 8hr step test at 150gpm--record drawdown & discharge rate--let well recover overnight minimum Perform 3rd step test at 200gpm--record drawdown & discharge rate--let well recover overnight minimum Pull test pump from well--cap well--Pull Traducers		
Warranty Period (describe any extended guarantees):	1 year from date of completion for labor and materials.		
Bond Class:	A-1 <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/>		



6100 Highway 12 / P.O. Box 176,
Sebastopol, CA 95473
Contractor's License: 177681

To
Valley of the Moon Water District
P.O Box 280
El Verano, Ca 95433

Service Proposal

QUOTE #	WDPQ4692
DATE	Sep 3, 2024
Salesperson	Joshua Moore



Independently Rated
Highest in Quality

Site: 17128 Park Ave
&
1032 Verano Ave
Sonoma, Ca

APN:

Phone:

Email:

Scope of Work:

Pull Existing Park well pump verify pump model and reset inside ASR test well

Build enclosure with lock and lid for Park well testing

Install injection manifold Park well for ASR Testing

Provide Transducer and fabricate well seal at Park for Discharge

Provide meter at location per EKI manifold and tanks (Park) for containment

Pull Verano Well Pump and Reset with injection manifold well for ASR Testing

Provide Transducer and Provide wire around plated well for containment

Provide meter at each location and connect to existing poly tank

Provide Bathroom Facilities at each location

Demobilize

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	Park Ave Injection Well Set up		\$43,283.00
1	Surveying	\$2,750.00	\$2,750.00
1	Tranducer		
1	Meter and Dicharge Hosing		

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Custom Well Seal	\$1,750.00	\$1,750.00
1	Injection Manifold		
1	5000gal tank Rental and Set up	\$5,200.00	\$5,200.00
400	1 PVC40 Pipe Bell End		
1	Bathroom and Sink-Rental		
2	Rig Charge		
1	Misc	\$1,250.00	\$1,250.00
1	Labor		
Verano Well Injection Set Up			\$30,850.20
1	Surveying	\$2,750.00	\$2,750.00
1	Tranducer		
1	Meter and Dicharge Hosing		
1	Injection Manifold		
1,260	1 PVC40 Pipe Bell End		
1	Bathroom and Sink-Rental		
2	Rig Charge		
1	Labor		
1	Misc		
This estimate will be billed: Flat Bid		SUBTOTAL	\$74,133.20
		SALES TAX	\$1,214.66
		TOTAL	\$75,347.86
Notes			

Important Notice:

Weeks Drilling and Pump Company, Contractor or "we" or "us" proposes to furnish equipment, material, and labor in accordance with the specifications above. The undersigned, Buyer, or "you" or "your", hereby accepts the proposal and authorizes the work to be performed, and acknowledges having read the attached Estimate & Contract Terms and Conditions of this contract and having received a copy of the "Notice to Owner" (attached).

To accept this quotation, sign here and return: _____

Print Name: _____ Email: _____

Salesperson Signature: _____ Phone: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Don Ramatici Insurance, Inc. 731A Southpoint Boulevard Petaluma CA 94954	CONTACT NAME: Melissa Ramos	PHONE (A/C, No, Ext): 707-782-9200 x156	FAX (A/C, No): 707-782-9300
	E-MAIL ADDRESS: melissa@ramaticiins.com		
INSURED Weeks Drilling & Pump Co. Inc. PO Box 176 Sebastopol, CA 95473	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Indemnity Company of		25682
	INSURER B : Travelers Property Casualty Co		25674
	INSURER C : Lloyds of London		15642
	INSURER D : Travelers Property Casualty In		36161
	INSURER E : GuideOne National Insurance Co		14167
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** 757695204 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CO-5E355176	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		Y	810-9M461546	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-3J863196	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	UB-7S206421	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C E	Professional Liability 2nd Layer Excess			B0621PWEK000124 56000306702	5/1/2024 5/1/2024	5/1/2025 5/1/2025	Each Claim/Agg Deductible 1,000,000 2nd Layer Limit 10,000 \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 17128 Park Ave, Sonoma, CA 95476. Valley of the Moon Water District, EKI, and each entity's directors, officers, employees, and authorized volunteers are an Additional Insured on a Primary & Non-contributory basis with respect to General Liability coverage where required by written contract per attached form(s). Per project aggregate applies per attached form. Waiver of Subrogation applies to General Liability, Auto Liability and Workers Compensation where required by written contract per attached form(s). 30 days' notice of cancellation, except 10 days for non-payment of premium.

CERTIFICATE HOLDER Valley of the Moon Water District 19039 Bay Street Sonoma CA 95476	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.