



A STATE OF
CALIFORNIA
PUBLIC AGENCY

QUAIL VALLEY WATER DISTRICT

BOARD OF DIRECTORS

Dan Casteel
Dick Sims
Vacant
Rita Leonard
Enrique Lopez

September 26, 2016

DDH Apple Valley Construction, Inc.
9312 Deep Creek Road
Apple Valley, C 92308

ATTENTION: Douglas G. Hamilton, President

SUBJECT: Notice of Award: P84C-1502724-001P, QUAIL VALLEY WATER DISTRICT, WATER TRANSMISSION LINE AND RESERVOIR PROJECT

This letter replaces the previous Notice of Award letter, dated September 19, 2016 and serves as the written Notice of Award for the subject project.

Enclosed please find three (3) copies of the Agreement for you signature. Return all copies of the executed Agreement as well as executed copies of the Performance Bond and Payment Bond within ten (10) calendar days from the date of this written Notice of Award.

The total amount of the award shall be based on the Base Bid Amount less Base Bid – Clearing and Grubbing – Treatment Plant Site, Item 1 for a total amount of **\$3,145,320.70**. The bid item Clearing and Grubbing – Treatment Plant Site will be included in the Treatment Plant Project scheduled to bid later this year or early next year.

If you have any questions concerning this process, please contact the undersigned at the address and phone numbers listed below.

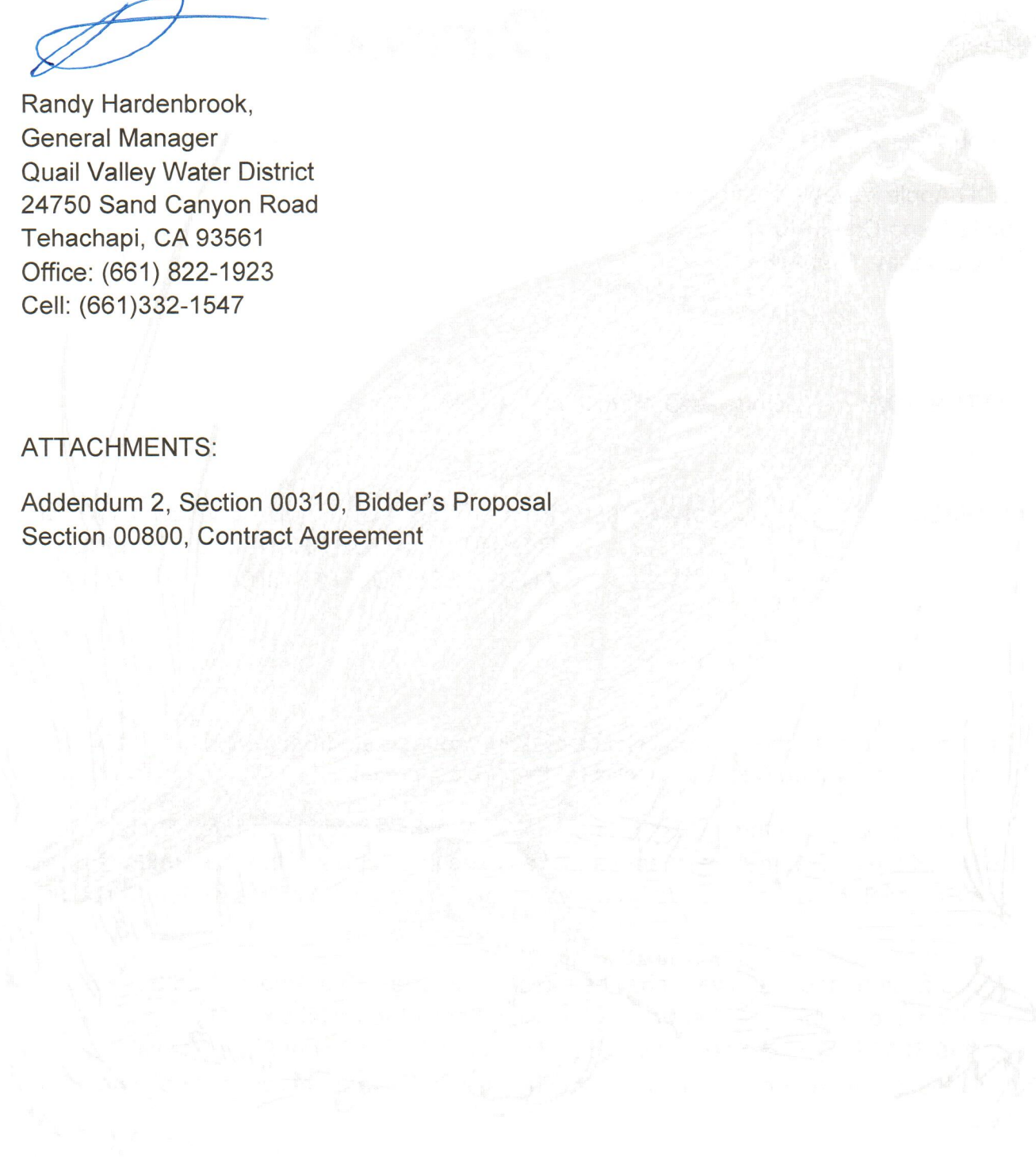
Sincerely,



Randy Hardenbrook,
General Manager
Quail Valley Water District
24750 Sand Canyon Road
Tehachapi, CA 93561
Office: (661) 822-1923
Cell: (661)332-1547

ATTACHMENTS:

Addendum 2, Section 00310, Bidder's Proposal
Section 00800, Contract Agreement



SECTION 00800

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT ("Contract") is made and entered this 19th day of September, 2016 ("Effective Date"), by and between the QUAIL VALLEY WATER DISTRICT "District" and DDH Apple Valley Construction, Inc. ("Contractor"), contractor's license number 680052.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The "Contract Documents" include all of those documents listed in the Table of Contents, Section 00010, of the Contract Specifications for the Quail Valley Water District Water Transmission Line and Reservoir Project, Project Number P84C-1502724-001P, as well as all of the following: Preliminary Construction Schedule, Contract Agreement, State Standard Plans, State Standard Specifications, Kern County Standards, General Requirements, Technical Specifications, California Standard Specifications for Public Works Construction ("Green Book") latest edition, Plans, Profiles and Drawings, Addenda or Change Orders (if any), and Appendices and Supplemental Agreements. All of the Contract Documents are incorporated into this Contract Agreement by reference, and the provisions thereof shall govern the work performed hereunder.
2. In the event of any conflict between the terms of this Contract and any incorporated documents, the terms of this Contract shall control.
3. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as:

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as described in this Contract and in the Contract Documents with the exception of "C" Base Bid-Clearing and Grubbing, Treatment Plant Site Item1, which is hereby removed.

4. Compensation. In consideration of the services rendered hereunder, Quail Valley Water District shall pay Contractor an amount of Three Million One Hundred Forty Five Thousand Three Hundred Twenty Dollars and Seventy Cents (**\$3,145,320.70**) in accordance with "Total Amount Base Bid" (\$3,176,320.70) less the amount for "C" Base Bid-Clearing and Grubbing-Treatment Plant Site Item 1 (\$31,000.00) as submitted in Bidder's Proposal, attached hereto as Exhibit "A" and incorporated

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herein by this reference.

5. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance; Additional Insured Endorsement (Comprehensive General Liability); Additional Insured Endorsement (Automobile Liability); and Additional Insured Endorsement (Excess Liability).
5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to the Quail Valley Water District 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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the Quail Valley Water District tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. The Contractor acknowledges that this Project is a public work to which prevailing wages apply in accordance with the requirements of California Labor Code Sections 1770, *et seq.*, which would require the payment of prevailing wages, as defined by California Labor Code Section 1720, *et seq.* The Contractor shall defend, indemnify, and hold harmless the District, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys' fees, arising from any failure or alleged failure of the Contractor to comply with California Labor Code Sections 1770, *et seq.*
7. Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

"I am 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 under take 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."
8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.
9. Authority. Any person executing this Contract on behalf of Contractor warrants and

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represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Quail Valley Water District and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Contract.

11. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

QUAIL VALLEY WATER DISTRICT
24750 Sand Canyon Road
Tehachapi CA 93661

By:  _____
Randy Hardenbrook, General Manager

ATTEST:

By: _____
Secretary, Quail Valley Water
District

Dated: _____

DDH Apple Valley Construction, Inc.

By: _____

Printed Name:

Title: _____

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