

SECTION 00300
 BIDDER'S CHECKLIST

SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID DOCUMENTS.
 Bidders shall complete and submit all documents marked with an "X" in the "REQUIRED" column for bids to be considered responsive.

REQUIRED

<input checked="" type="checkbox"/>	Section 00310 - Bidder's Proposal ✓	
<input checked="" type="checkbox"/>	Section 00315 - Preliminary Construction Schedule ✓	
<input checked="" type="checkbox"/>	Section 00317 - Public Contract Code Section 10162 Questionnaire on Disqualification ✓	
<input checked="" type="checkbox"/>	Section 00318 - Public Contract Code Section 10232 Statement on Contempt ✓	
<input checked="" type="checkbox"/>	Section 00329 - Labor and Other Code Requirements Certificate ✓	
<input checked="" type="checkbox"/>	Section 00340 - Pre-qualification statement ✓	
<input checked="" type="checkbox"/>	Section 00437 - Designation of Subcontractors ✓	
<input checked="" type="checkbox"/>	Section 00454 - Non-Collusion Affidavit ✓	
<input checked="" type="checkbox"/>	Section 00455 - Worker's Compensation Certificate ✓	
<input checked="" type="checkbox"/>	All issued Addenda ✓	
<input checked="" type="checkbox"/>	Bid Security attached to front of Proposal in the form of (check one) ✓	
<input checked="" type="checkbox"/>	DIR Number inserted in designated Sections ✓	
<input type="checkbox"/>	Certified Check	<input checked="" type="checkbox"/> Bidder's Bond (Section 00616) ✓
<input type="checkbox"/>	Cashier's Check	<input type="checkbox"/> Cash

P84C-1502724-001P
QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WATER STORAGE

SUBMITTED BY:

Name of Company: DDH Apple Valley
Construction, Inc. Contact Name: Douglas G. Hamilton

Address: 9312 Deep Creek Road.

City: Apple Valley State CA Zip 92308

Phone No. (760) 247-4810 Fax No. (760) 247-8684

Contractor's License No. 680052

Department of Industrial Relations (DIR) Number: 1000003468

Documents required on the checklist but not included with your bid may render your bid non-responsive and ineligible for award. Bids received by Quail Valley Water District by the scheduled bid opening time will be opened and publicly read but are subject to verification that all the required documents have been submitted.

END OF SECTION

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SECTION 00616

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned DDH Apple Valley Construction, Inc.

as Principal, and The Ohio Casualty Insurance Company as Surety, are hereby held and firmly bound unto the Quail Valley Water District, hereinafter called the "District" in the sum of Ten Percent of Amount Bid Dollars (\$ 10%) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to District a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the in strict accordance with Contract Documents.

NOW; THEREFORE,

If said bid shall be rejected, or, in the alternative,

If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of Agreement attached hereto and shall execute and deliver the required insurance certificates, Performance Bond and Payment Bond in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the Contract created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of the obligation as herein stated.

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

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extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorney fees to be fixed by the court.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 23rd day of January, 2018, ~~2017~~. The name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

(Principal's Seal)

PRINCIPAL DDH Apple Valley Construction, Inc.

By: 

Title: President, Douglas Gregory Hamilton

Address: 9312 Deep Creek Road

Apple Valley, CA 92308

Phone No. (760) 247-4810

Fax No. (760) 247-8684

(Surety's Seal)

SURETY The Ohio Casualty Insurance Company

By: 

Title: Shaunna Rozelle Ostrom
Attorney-in-Fact

Address: 790 The City Drive South, Suite 200

Orange, CA 92868

Phone No. (800) 763-9268

Fax No. (866) 547-9060

END OF SECTION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 San Bernardino)

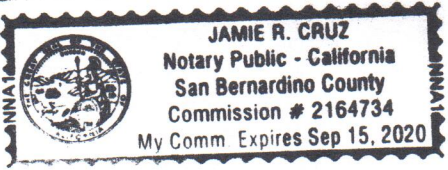
On January 29, 2018 before me, Jamie R. Cruz, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Douglas Gregory Hamilton
Name(s) of Signer(s)

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 Jamie R. Cruz
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 1/23/18
Number of Pages: 5 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Douglas Gregory Hamilton Signer's Name:
Corporate Officer - Title(s): President
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

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 Orange)

On January 23, 2018 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Shaunna Rozelle Ostrom,
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.

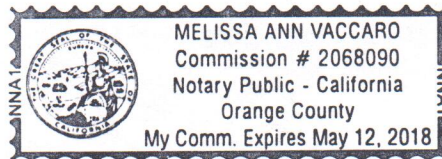
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Melissa Ann Vaccaro
Melissa Ann Vaccaro

(Seal)



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Arturo Ayala; Michael Castaneda; Daniel Huckabay; Dwight Reilly; Shaunna Rozelle Ostrom

all of the city of Orange, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of October, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 27th day of October, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of January, 2018.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WATER STORAGE

SECTION 00310

BIDDER'S PROPOSAL

QUAIL VALLEY WATER DISTRICT hereinafter called the **DISTRICT**.

The work to be done and referred herein is in:

P84C-1502724-001C QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WATER STORAGE

The work is to be constructed in accordance with the Contract Documents and contract agreement annexed hereto and also in accordance with applicable provisions of the State Standard Plans and State Standard Specifications, Kern County California, Code of Ordinances, Title 14, Utilities; DWR Bulletin 74-81 and 74-90; California Code of Regulations (CCR) Title 22.

The work to be done is shown on the Plans entitled:

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The undersigned, as bidder, declares that the only persons, or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, in the annexed proposed form of contract, and the Plans therein referred to; and he proposes and agrees if this proposal is accepted, that he will contract with the District to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following unit prices, to-wit:

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In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
ADDENDUM NO. 1	Date issued: January 23, 2018

NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW (SB 854): This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015. Please refer to the following link to view the SB 854 Fact Sheet for a complete list of requirements <https://www.dir.ca.gov/Public-Works/PublicWorks.html>

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BID SCHEDULES: In compliance with the Notice Inviting Bids, the undersigned hereby agrees to enter into the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents, as that term is defined in Section 01090 Definitions and Abbreviations, to the satisfaction and under the direction of the District's Engineer, at the following prices:

I. **BASE BID - Inclusive of EAST TANK, WEST TANK and MONTCLAIRE TANKS 1 and 2**

Item	Description	Qty.	Unit	Unit Price	Total
1.	Mobilization and Demobilization, Not to Exceed 7% of the Total Base Bid	1	LS	\$61,600. ⁰⁰	\$61,600. ⁰⁰
2.	Storm Water Pollution Prevention Best Management Practices Plan (SWBMPP)	1	LS	\$32,300. ⁰⁰	\$32,300. ⁰⁰
3.	Traffic Control - <i>deleted per A1.</i>	1	LS	\$ N/A	\$ N/A
4.	Potholing of Utilities and Points of Connection	1	LS	\$6970. ⁰⁰	\$6970. ⁰⁰
5.	Clearing and Grubbing (incl. Salvage Montclair Tank)	1	LS	\$20,440. ⁰⁰	\$20,440. ⁰⁰
TOTAL BASE BID AMOUNT - Inclusive for East Tank, West Tank, and Montclair Tanks 1 and 2				\$ 121,310.⁰⁰	

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II. BASE BID - East Tank

Item	Description	Qty.	Unit	Unit Price	Total
1.	Rough and Finish Site Grading	1	LS	\$65,400. ⁰⁰	\$65,400. ⁰⁰
2.	Furnish and Place Crushed Rock Surfacing	70	TN	\$90. ⁸⁰	\$6,356. ⁰⁰
3.	Trenching, Backfill and Compaction, Including Disposal	180 100 PER AL	LF	\$33. ⁷⁴	\$6,073. ²⁰
4.	Trench Excavation in Rock	25	CY	\$87. ⁰⁰	\$2,175. ⁰⁰
5.	Pipe Bedding for Trench Backfill, Including Compaction	25	TN	\$89. ⁰⁰	\$2,225. ⁰⁰
6.	Permanent Yard Piping, Control Valves and Related Appurtenances:	1	LS	\$101,000. ⁰⁰	\$101,000. ⁰⁰
7.	Furnish and Install Conduit Piping, Pull Boxes and End Caps	1	LS	\$14,650. ⁰⁰	\$14,650. ⁰⁰
8.	Furnish and Install Chain Link Fence, 20' (2x10') Swing Gate, and Appurtenances	225	LF	\$47. ⁴⁰	10,665. ⁰⁰
9.	Furnish and Install Tank Ringwall Foundation	1	LS	36,600. ⁰⁰ \$	36,600. ⁰⁰ \$
10.	Furnish and Install Bolted Steel Tank and Related Appurtenances	1	LS	63,000. ⁰⁰ \$	63,000. ⁰⁰ \$
11.	Disinfect New/Temporary Tanks and Yard Piping	1*	LS	4730. ⁰⁰ \$	4730. ⁰⁰ \$
12.	Collect Bacteriological Samples	1*	LS	\$1813. ⁰⁰	\$1813. ⁰⁰
13.	Collect Contaminant (VOC) Samples	1*	LS	\$2033. ⁰⁰	\$2033. ⁰⁰
14.	Standby Time	40	HR	\$622. ⁰⁰	\$24,880. ⁰⁰
TOTAL BASE BID AMOUNT - East Tank				\$ 341,600.²⁰	

Note: * The contractor shall absorb the expenses of the first and subsequent tank flushing(s), filling(s), soaking(s), and analysis(ses)

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III. BASE BID - West Tank

Item	Description	Qty.	Unit	Unit Price	Total
1.	Rough and Finish Site Grading	1	LS	\$65,400.00	\$65,400.00
2.	Furnish and Place Crushed Rock Surfacing	130	TN	\$86.90	\$11,297.00
3.	Trenching, Backfill and Compaction, Including Disposal	240	LF	\$59.70	\$14,328.00
4.	Trench Excavation in Rock	25	CY	\$87.00	\$2,175.00
5.	Pipe Bedding for Trench Backfill, Including Compaction	80	TN	\$89.00	\$7,120.00
6.	Permanent Yard Piping, Control Valves and Related Appurtenances:	1	LS	\$115,000.00	\$115,000.00
7.	Furnish and Install Conduit Piping, Pull Boxes and End Caps	1	LS	\$38,000.00	\$38,000.00
8.	Furnish and Install Tank Ringwall Foundation	1	LS	\$36,600.00	\$36,600.00
9.	Furnish and Install Chain Link Fence, 20' (2x10') Swing Gate, and Appurtenances	225	LF	\$47.40	10,665.00
10.	Furnish and Install Bolted Steel Tank and Related Appurtenances	1	LS	\$63,000.00	\$63,000.00
11.	Disinfect New/Temporary Tanks and Yard Piping	1*	LS	\$4,730.00	\$4,730.00
12.	Collect Bacteriological Samples	1*	LS	\$1,813.00	\$1,813.00
13.	Collect Contaminant (VOC) Samples	1*	LS	\$2,033.00	\$2,033.00
14.	Standby Time	40	HR	\$622.00	\$24,880.00
TOTAL BASE BID AMOUNT - West Tank				\$397,041.00	

Note: * The contractor shall absorb the expenses of the first and subsequent tank flushing(s), filling(s), soaking(s), and analysis(es)

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IV. BASE BID - Montclair Tanks 1 and 2

Item	Description	Qty.	Unit	Unit Price	Total
1.	Rough and Finish Site Grading	1	LS	\$115,000.00	\$115,000.00
2.	Furnish and Place Crushed Rock Surfacing	90	TN	\$86.20	\$7,758.00
3.	Trenching, Backfill and Compaction, Including Disposal	335 1 per AI	LF LS	\$35.60	\$11,926.00
4.	Trench Excavation in Rock	25	CY	\$87.00	\$2,175.00
5.	Pipe Bedding for Trench Backfill, Including Compaction	150	TN	\$89.00	\$13,350.00
6.	Temporary Yard Piping	1	LS	\$14,900.00	\$14,900.00
7.	Permanent Yard Piping, Control Valves and Related Appurtenances:	1	LS	\$94,000.00	\$94,000.00
8.	Site Excavation in Rock	75	CY	\$97.50	\$7,335.00
9.	Furnish and Install Conduit Piping, Pull Boxes and End Caps	1	LS	\$24,650.00	\$24,650.00
10.	Furnish and Install Chain Link Fence, 20' (2x10') Swing Gate, and Appurtenances	320 1 per AI	LF LS	\$47.80	\$15,296.00
11.	Furnish and Install Tank Ringwall Foundation	-	-	-	-
11.1	Montclair Tank 1	1	LS	\$36,600.00	\$36,600.00
11.2	Montclair Tank 2	1	LS	\$36,600.00	\$36,600.00
12.	Furnish and Install Bolted Steel Tank and Related Appurtenances	-	-	-	-
12.1	Montclair Tank 1	1	LS	\$63,000.00	\$63,000.00
12.2	Montclair Tank 2	1	LS	\$63,000.00	\$63,000.00
13.	Disinfect New/Temporary Tanks and Yard Piping	1*	LS	\$9470.00	\$9470.00
14.	Collect Bacteriological Samples	1*	LS	\$3626.00	\$3626.00
15.	Collect Contaminant (VOC) Samples	1*	LS	\$2473.00	\$2473.00
16.	Standby Time	40	HR	\$622.00	\$24,880.00
TOTAL BASE BID AMOUNT - Montclair Tanks 1 and 2				\$	546,039.00

Note: * The contractor shall absorb the expenses of the first and subsequent tank flushing(s), filling(s), soaking(s), and analysis(ses)

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BASE BID SUMMARY

I. BASE BID - Inclusive for East Tank, West Tank, Montclair Tanks 1 and 2	\$ 121,310.00
II. BASE BID - East Tank	\$ 341,600.20
III. BASE BID - West Tank	\$ 397,041.00
IV. BASE BID - Montclair Tanks 1 and 2	\$ 546,039.00

TOTAL AMOUNT BASE BID (ITEMS I THROUGH IV)

\$ 1,405,990.20

(Figures)

TOTAL AMOUNT BASE BID (ITEMS I THROUGH IV)

One Million Four Hundred Five Thousand Nine Hundred Ninety Dollars and Twenty Cents

(Words)

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ABBREVIATIONS USED IN ENGINEER'S ESTIMATE AND PROPOSAL SHEETS

CF	Cubic Foot (Feet)	SACK(s)	Sack(s)
CY	Cubic Yard(s)	STAYD	Station Yard (s)
EA	Each	SF	Square Foot (Feet)
LB(s)	Pound(s)	SY	Square Yard(s)
LF	Linear Foot (Feet)	TN	Ton(s)
LS	Lump Sum	MGAL	Million Gallon(s)
(F)	Final Pay Quantity	GAL	Gallon
(S)	Specialty Item and	HR	Hour
(F&I)	Furnish and Install		

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Notes:

1. Words take precedence over figures in cases of conflict.
2. All sales and/or use taxes assessed by Federal, State or local authorities on materials used or furnished by the Contractor in performing the Work hereunder shall be paid by the Contractor. Contractor shall calculate payment for all sales, unemployment, pension and other taxes imposed by federal, State, and local law and shall include these payments in the Total Base Bid Price.
3. Unit bid prices shall be set as such, and shall be guaranteed by the Contractor for one (1) year from the date of the Notice to Proceed.
4. The Basis of Award, if made, will be determined by the sum total of Base Bid Items I through IV.
5. Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Section 3-2.2.1 of the Standard Specifications. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices provided above by the Bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The District reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation.
6. Refer to Section 00210 - EXPLANATION OF BID ITEMS.
7. Bids are required for the entire work. Bids will be compared on the basis indicated in the Notice to Bidders. The project will be awarded to the lowest responsible bidder based on the sum of Base Bid Items.
8. The bidder shall set forth for each item of work, in clearly legible figure, total for the item in the respective spaces provided for this purpose. The "Total" column shall be the sum of all extended unit price bid items. If the total cost of any item, or the total Base bid is inconsistent with the unit cost, the extended unit price shall prevail.
9. If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the District, within ten (10) days not including Sundays and legal holidays, after the bidder has received notice of award of the

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contract, the District, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the District.

Bid Bond:

Accompanying this proposal is Bid Bond in amount equal to at least ten percent (10%) of the total amount of the base bid.

Check one only:

Bid Bond Attached; Certified Check; Cashier's Check; Cash;
Annual Bid Bond on file with the District.

<u> N/A </u>	<u> N/A </u>	<u> N/A </u>
Bonding Company	Bond No.	Expires

The names of all persons interested in the foregoing proposals as principals are listed below as follows:

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

DDH Apple Valley Construction, Inc.

Douglas G. Hamilton, President

Cheryl L. Hamilton, Secretary/ Treasurer

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Contractor's License Information:

Licensed in accordance with an act providing for the registration of Contractors,
Class License No. 680052

DIR NUMBER 1000003468

Bidder

By: _____



Signature



DDH Apple Valley Construction, Inc., Douglas G. Hamilton

Type/Print Name

President

Title

01/30/2018

Date

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the seal and signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above.

SECTION 00310-11

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WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WATER STORAGE

Signature by agent:

If signature is by an agent, other than an officer of a corporation or member of a partnership, a Power of Attorney must be on file with the District prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

BUSINESS ADDRESS: 9312 Deep Creek Road. Apple Valley, CA 92308

MAILING ADDRESS: 9312 Deep Creek Road. Apple Valley, CA 92308
(if different)

BUSINESS PHONE: (760) 247-4810

PROJECT: WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WATER STORAGE PROJECT NO. P84C-1502724-001C

BIDDER: DDH Apple Valley Construction, Inc.

END OF SECTION

SECTION 00310-12

SECTION 003150

PRELIMINARY CONSTRUCTION SCHEDULE

TO BE COMPLETED BY BIDDER AND SUBMITTED WITH BID:

Bidders shall complete and submit with his Bid a preliminary construction schedule for the District's review including important milestones, based on the Date of the Notice to Proceed, e.g. Day "0".

The Preliminary Construction Schedule shall be in sufficient detail to show the chronological relationships of all activities of the project, including, but not limited to, estimated starting and completion date of various activities for **East Tank, West Tank and Montclair Tanks 1 and 2**, including:

- Procurement of materials
- Clearing and grubbing
- Earthworks
- Installation of ringwall foundation
- Installation of bolted steel tank(s) and appurtenances
- Yardpiping and connection to existing water mains
- Conduits
- Leakage test and disinfection

The Preliminary Construction Schedule shall reflect completion of all work under the contract within the specified time and in accordance with the Specifications.

The Preliminary Construction Schedule will be used by owner in helping determine the integration of other planned construction activities.

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Dates(s)	Work Item(s)
Day "0"	Notice to Proceed
Month 1	Submittals.
Month 2	Grading and footings.
Month 3	Tanks.
Month 4	Tanks and piping.
Month 5	Piping and fencing.
Month 6	Finish grading and testing.

END OF SECTION

SECTION 00317

**PUBLIC CONTRACT CODE SECTION 10162
QUESTIONNAIRE ON DISQUALIFICATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID:

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?


Yes _____ No X

If the answer is Yes, explain the circumstances in the space below:

N/A.

NOTE: The above Questionnaire is part of the Proposal.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Bidder
By: 
Signature

DDH Apple Valley Construction, Inc., Douglas G. Hamilton
Type/Print Name

President
Title

01/30/2018
Date

END OF SECTION



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SECTION 00318

**PUBLIC CONTRACT CODE SECTION 10232
STATEMENT OF CONTEMPT**

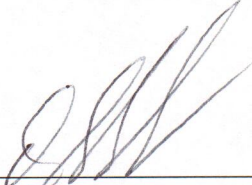
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID:

In accordance with Public Contract Code Section 10232, the Bidder, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Bidder within the immediately preceding two year period because of the Bidder's failure to comply with an order of a federal court which orders the Bidder to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of the Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the Bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code.)

Bidder

By:  _____
Signature

DDH Apple Valley Construction, Inc., Douglas G. Hamilton

Type/Print Name

President

Title

01/30/2018

Date

END OF SECTION

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SECTION 00329

**LABOR AND OTHER CODE
REQUIREMENTS CERTIFICATE**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID:

PART 1 - STATE WAGE RATE CLAUSES

Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Prevailing wage schedules for Quail Valley Water District are available from the Department of Industrial Relations - Division of Labor Statistics and Research via the Internet at www.dir.ca.gov.

The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

Pursuant to the provisions of California Labor Code, section 1773, the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to execute the Work. Copies of the prevailing rate of per diem wages are on file at the District office and shall be made available to any interested party on request.

The Contractor shall cause a copy of the Director's determination of the prevailing rate of per diem wages to be posted at a prominent place at the site of the Work. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid and will not under any circumstances be considered as the basis of claim against the District. The Contractor shall comply with Labor Code section 1774 and 1775. In accordance with Labor Code section 1775, the Contractor shall forfeit as a penalty to the District not more than \$200 for each Day or portion thereof for each worker paid less than the prevailing rates as determined by the director for the Work or craft in which the worker is employed for any Work or by any subcontractor under the Contractor. The amount of this penalty shall be determined by the Director based on the factors set forth in section 1775. In addition to such penalty, the difference between such

prevailing wage rates and the amount paid to each workman for each Day or portion thereof for each workman was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

**PART 2 - LABOR CODE SECTION 1776 COMPLETE PAYROLL RECORDS;
CERTIFIED AND AVAILABLE**

- 2.1 Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - A. The information contained in the payroll record is true and correct.
 - B. The employer has complied with the requirements of [Sections 1771, 1811, and 1815](#) for any work performed by his or her employees on the public works project.
- 2.2 The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
 - A. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - B. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - C. A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall,

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prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

- 2.3 The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.
- 2.4 A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.
- 2.5 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 ([29 U.S.C. Sec. 175a](#)) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with [Section 1774](#). The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.
- 2.6 The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and District, and shall, within five working days, provide a notice of a change of location and address.
- 2.7 The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose

behalf the contract is made or awarded, forfeit one-hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

- 2.8 The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.
- 2.9 The Director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

PART 3 - LABOR CODE SECTION 1777.5 EMPLOYMENT OF PROPERLY REGISTERED APPRENTICES

- 3.1 Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.
- 3.2 Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
- 3.3 Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
 - A. The apprenticeship standards and apprentice agreements under which he or she is training.
 - B. The rules and regulations of the California Apprenticeship Council.

- 3.4 When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).
- 3.5 Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.
- 3.6 The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- 3.7 The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio

stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

- 3.8 This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
- 3.9 A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- 3.10 Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- 3.11 An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

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- A. Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
 - B. The number of apprentices in training in the area exceeds a ratio of 1 to 5.
 - C. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
 - D. Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- 3.12 When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.
- 3.13 A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site.
- A. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.
 - B. At the conclusion of the 2002-03 fiscal years and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

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- i. If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
- ii. If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
- iii. All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.

PART 4 - LABOR CODE SECTION 1810 DEFINITION: A LEGAL DAY'S WORK

- 4.1 Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof. A stipulation to that effect shall be made a part of all contracts to which the State or any municipal corporation therein is a party.

PART 5 - LABOR CODE SECTION 1813 PENALTY FOR OVERTIME ON ANY PUBLIC WORK CONTRACT

- 5.1 The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

PART 6 - LABOR CODE SECTION 1815 MINIMUM OVERTIME PAY

- 6.1 Notwithstanding the provisions of [Sections 1810 to 1814](#), inclusive, of the Labor code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

PART 7 - LABOR CODE SECTION 1860 CONTRACT PROVISION

- 7.1 The awarding body shall cause to be inserted in every public works contract a clause providing that, 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.

PART 8 - LABOR CODE SECTION 1861 CONTRACTOR CERTIFICATION TO LABOR CODE SECTION 3700

- 8.1 Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "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 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."

PART 9 - LABOR CODE SECTION 6500 AND 6705 TRENCH EXCAVATION SAFETY PLANS

- 9.1 The Contractor's attention is directed to the provisions of Labor Code section 6705 concerning trench excavation safety plans. Labor code section 6705 provides in relevant part:
- A. No contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the contractor and acceptance by the awarding body or by a registered civil or structural engineer, employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches.

If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

B. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

9.2 Before execution of the contract by the District, the Contractor shall submit to the District a copy of his permit for the project issued by Cal-OSHA. If there is any non-compliance with said detailed plans, the Contractor shall stop forthwith all affected work until there is compliance in the opinion of the State Division of Industrial Safety. The District, Engineer, officers, employees, consultants, and agents of the aforementioned, shall not be liable for costs incurred by the Contractor due to work stoppage, and the Contractor will not be given nor is entitled to an extension of time to complete the Work within the time set forth in this contract due to the work stoppage.

PART 10 -NONDISCRIMINATION CLAUSE

10.1 During the performance of the Contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

10.2 Contractor's attention is also directed to Section 1735 of the Labor Code, which provides: "A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the

Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

- 10.3 Contractor's attention is further directed to Section 1777.6 of the Labor Code, which provides: An employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in [subdivision \(a\) of Section 12940 of the Government Code](#), as those bases are defined in [Sections 12926 and 12926.1 of the Government Code](#), except as provided in [Section 3077](#) of this code and [Section 12940 of the Government Code](#)
- 10.4 The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract. The contractor and all subcontractors shall give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other agreement.

PART 11 - DRUG-FREE WORKPLACE CERTIFICATION CONTRACTOR:

- 11.1 The contractor named below hereby certifies compliance with The Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) in matters relating to providing a drug-free workplace. The below named contractor or applicant will:
- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The person's or organization's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.

- C. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 - i. Will receive a copy of the company's drug-free policy statement, and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

PART 12 - DEBARRED SUBCONTRACTOR PROHIBITION

- 12.1 A public entity, as defined in [Section 1100](#), may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to [Section 1777.1](#) or [1777.7 of the Labor Code](#) to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to [Section 1777.1](#) or [1777.7 of the Labor Code](#).
- 12.2 Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

PART 13 - CLAIMS (Public Contract Code Section 20104)

- 13.1 Claims by the Contractor shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed with the District on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by the Contract for the filing of claims.

For claims of less than fifty-thousand dollars (\$50,000), the District will respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim any additional documentation supporting the claim or relating to defenses to the claim or claims the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the District and the Contractor. The District's written response to the claim, as further documented, shall be

submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

For claims greater than or equal to fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the District will respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim or claims the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the District and Contractor. The District's written response to the claim, as further documented, will be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or request documentation, whichever is greater.

If the Contractor disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

If following the meet and confer conference the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Government Code Section 900 et seq. and a lawsuit on the claim may be filed in the appropriate state court.

The court shall submit the matter to non-binding mediation. The parties are to select a mediator within fifteen (15) days of submittal to mediation, and the mediation must be commenced within thirty (30) days of the submittal to mediation.

If the matter remains in dispute, the case shall be submitted to judicial (non-binding) arbitration pursuant to Code of Civil Procedure Section 1141.10 et seq. If either party objects to the arbitrator's award, the matter can then go to trial de novo in the trial court.

Any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to

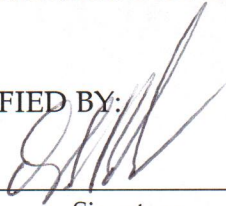
P84C-1502724-001P
QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WATER STORAGE

payment of costs and fees as provided by applicable law, pay the attorneys' fees of the other party arising out of the trial de novo. PART 14 - Assignments of Antitrust Actions (Public Contract Code 7103.5)

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

THE UNDERSIGNED CERTIFIES THAT HE/SHE HAS READ THE FOREGOING PROVISIONS OF LAW AND, IN THE PERFORMANCE OF THE CONTRACT, THE CONTRACTOR OR SUBCONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS IN ADDITION TO ALL OTHER LEGAL REQUIREMENTS.

CERTIFIED BY:



Signature

DDH Apple Valley Construction, Inc., Douglas G. Hamilton

Type/Print Contractor or Subcontractor Name

President

Title

01/30/2018

Date

END OF SECTION

P84C-1502724-001P
 QUAIL VALLEY WATER DISTRICT
 WATER TRANSMISSION LINE AND RESERVOIR PROJECT
 WATER STORAGE

SECTION 00340

PRE-QUALIFICATION STATEMENT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID:

Project titled:

P84C-1502724-001C QUAIL VALLEY WATER DISTRICT
 WATER TRANSMISSION LINE AND RESERVOIR PROJECT
 WATER STORAGE

To: The Board of Directors, QUAIL VALLEY WATER DISTRICT

DDH Apple Valley Construction, Inc.

(Name of Organization)

Corporate Officer (President)

(District, Partner, Corporate Officer (list title), Co-Venturer)

9312 Deep Creek Road. Apple Valley, CA 92308 - (760) 247-4810

(Address and Telephone Number)

1. EXPERIENCE AND REFERENCES

List at least three (3) past or current projects involving water distribution system improvements that involve potable water storage tanks for Municipal Water Utilities in California (at least \$250,000 dollars in value for each project) by completing the table below:

Install

Project name and location	Project description	Client/District	Contract amount (\$) and completion date	Reference contact person name and phone number
Water Transmission Line & Reservoir Project - Project No. P84C-1502724-001P	Install pipeline and all appurtenances. Pave. Clear and grub.	Quail Valley Water District	\$3,145,320.70 Pending	Randy Hardenbrook Office: (661) 822-1923 Cell: (661) 332-1547
Westside Water Bank Phase 2 Well Connector Pipelines	Install pipeline and all appurtenances. Clear and grub. Grade. Tank removal and foundations.	Antelope Valley-East Kern Water Agency	\$2,255,370.00 Completed 12/2016	Eric Garibay, PE Cell: (661) 283 2352

P84C-1502724-001P
 QUAIL VALLEY WATER DISTRICT
 WATER TRANSMISSION LINE AND RESERVOIR PROJECT
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Project name and location	Project description	Client/District	Contract amount (\$) and completion date	Reference contact person name and phone number
Peter Pan Area Ph. 2 Water Main Replacements, Big Bear, CA	Clear and grub site. Install waterline and all appurtenances.	Big Bear City Community Services District	\$562,840.52 Completed 11/2017	Christy Stevens, P.E. Office: (909) 483-3200 ext. 202 Cell: (562) 587-3564

2 CONTRACTOR FINANCIAL INFORMATION

- a) List name, address, and phone number of bonding company used by your organization, and applicable certificate number.

CSBA - Commercial Surety Bond Agency
 1411 N. Batavia Street. Suite 201 Orange, CA 92867
 (714) 516-1232 - Main (714) 516-9653 - Fax

- b) List name, address, and phone number of a banking institution familiar with your organization.

AltaPacific Bank
 9373 Haven Avenue. Rancho Cucamonga, CA 92730
 (909) 256-5300 - Main (909) 256-5973 - Fax

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QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WATER STORAGE

- c) State whether your organization has been subject of bankruptcy, failed business, or failed to complete a contract.
No, N/A.

CONTRACTOR

By: _____


Signature

DDH Apple Valley Construction, Inc., Douglas G. Hamilton

Type/Print Name

President

Title

01/30/2018

Date

END OF SECTION

P84C-1502724-001P
QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WATER STORAGE

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SECTION 00437

DESIGNATION OF SUBCONTRACTORS

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID:

1. In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 et seq) and any amendments thereof, each bidder shall set forth below:
 - A. The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder (prime contractor) in or about the construction of the work or improvement to be performed under this Contract or a subcontractor licensed by the State of California who, under subcontract to the bidder (prime contractor), specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the bidders (prime contractors) total bid and
 - B. The portion of the work which will be done by each subcontractor. The bidder (prime contractor) shall list only one subcontractor for each such portion as is defined by the bidder (prime contractor) in this bid. In accordance with Public Contract Code 4104, additional information, if requested, other than name, location of business and portion of work for subcontractors may be submitted up to 24 hours after deadline for receipt of bids.
2. In accordance with State of California Public Contract Code 4104, each subcontractor designated to perform work on the project shall possess a current State of California Contractor's License applicable for the trade or sub-division of work that the sub-contractor is responsible for performing.
3. If a bidder (prime contractor) fails to specify a subcontractor or if a bidder (prime contractor) specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the bidders (prime contractors) total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform that portion, and that bidder alone shall perform that portion.

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WATER TRANSMISSION LINE AND RESERVOIR PROJECT
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4. No bidder (prime contractor) whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the bidders (prime contractors) total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the bidders (prime contractors) total
5. Subletting or subcontracting of any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and only after a finding reduced to writing as a public record of the District awarding this contract setting forth the facts constituting the emergency or necessity.
6. Note: If alternate or additive bids items are called for and bidder intends to use different or additional subcontractors on the alternates or additive bid items, a separate list of subcontractors must be provided for each such alternate. Identify any such additional subcontractors by alternate or additive bid number.

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QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WATER STORAGE

SUBCONTRACTOR INFORMATION

Company Name: J JIREH BUILDERS, INC

Address: 7211 HAVEN AVE STE E 367. ALTA LOMA, CA 91701

Type of Work: Structures

Tel No.: (909) 948-8314

Fax No.: N/A

License No.& Exp.: CSLB :810747

Company Name: MIKE'S FENCING, INC.

Address: 2406 ALLEN ROAD. BAKERSFIELD, CA 93312

Type of Work Fencing

Tel No.: (661) 589-1212

Fax No.: (661) 589-8325

License No. & Exp.: CSLB :740075

Company Name: CST INDUSTRIES, INC., A DELAWARE CORPORATION

Address: 903 EAST 104TH STREET, SUITE 900. KANSAS CITY, MO 6413

Type of Work Storage Tanks

Tel No.: (913) 621-3700

Fax No.: (913) 621-2145

License No. & Exp.: CSLB :903586

Company Name:

Address:

Type of Work

Tel No.:

Fax No.:

License No. & Exp.:

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
J JIREH BUILDERS, INC	1000020098	SAN BERNARDINO	ALTA LOMA	CSLB:810747	Active	05/09/2017	06/30/2018

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
MIKE'S FENCING, INC.	1000020212	KERN	BAKERSFIELD	CSLB:740075	Active	05/11/2017	06/30/2018

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
SCST, INC.	1000032659	SAN DIEGO	SAN DIEGO	NONE:NONE	Active	06/09/2017	06/30/2018
CST INDUSTRIES, INC., A DELAWARE CORPORATION	1000012228	OUT OF STATE	KANSAS CITY	CSLB:903586	Active	06/14/2017	06/30/2018
A CST GROUP, INC.	1000009199	SANTA CLARA	SAN JOSE	CSLB:885175	Active	05/26/2017	06/30/2018

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QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
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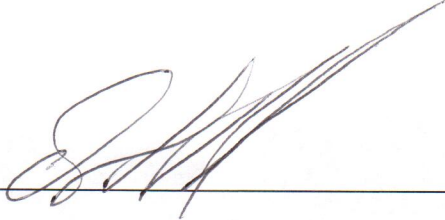
[ATTACH ADDITIONAL SHEETS AS NECESSARY]

END OF SECTION

P84C-1502724-001P
QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WATER STORAGE

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing information in this Non-collusion Affidavit is true and correct.

Bidder



Signature

By: DDH Apple Valley Construction, Inc., Douglas G. Hamilton
Type/Print Name

President
Title

01/30/2018
Date



END OF SECTION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 San Bernardino)

On January 30, 2018 before me, Jamie R. Cruz, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Douglas Gregory Hamilton
Name(s) of Signer(s)

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 Jamie R. Cruz
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit Document Date:

Number of Pages: 2 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Douglas Gregory Hamilton

Corporate Officer Title(s): President

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other:

Signer Is Representing:

Signer's Name:

Corporate Officer Title(s):

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other:

Signer Is Representing:

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WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WATER STORAGE

SECTION 00455

**WORKER'S COMPENSATION CERTIFICATE
CONTRACTOR'S CERTIFICATION REGARDING WORKERS COMPENSATION**

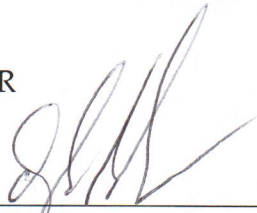
TO BE EXECUTED AND SUBMITTED WITH BID:

Labor Code Section 3700 Provides: Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees

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 undertake self-insurance in accordance with the provisions of that Code and I will comply with those provisions before commencing the performance of the work of this Contract.

CONTRACTOR



Signature

By: DDH Apple Valley Construction, Inc., Douglas G. Hamilton
Type/Print Name

President

Title

01/30/2018

Date

END OF SECTION

P84C-1502724-001P
QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WATER STORAGE

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ADDENDUM NO. 1

QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WATER STORAGE
PROJECT NO. P84C-1502724-001C

January 23, 2018

To All Plan holders:

1. Notice is hereby given that the following clarifications, amendments, additions, deletions, revisions and/or modifications from part of the Contract Documents, has changed original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder shall make reference in his/her bid to all addenda issued on the project.

A. CONTRACT SPECIFICATIONS:

a. SECTION 00010 - TABLE OF CONTENTS

- i. EARTHWORK - Change Section Number to read: "02220 - Structure Earthwork".
- ii. BOLTED STEEL TANK - Change Section Number to read: 13150 -Standby Time.

b. SECTION 00210 - EXPLANATION OF BID ITEMS

i. B EARTHWORK

1.1 - Clearing and Grubbing (incl. Salvage Montclair Tank):

Correct title of pay item to read: "Clearing and Grubbing (Incl. Salvage Montclair Tank)".

1.2 - Trench Excavation, Backfill and Compaction, Including Disposal:

Correct title of bid item to read: "Trenching, Backfill and Compaction, Including Disposal"

ii. **C TANK CONSTRUCTION AND YARD PIPING**

1.1 - Temporary Yard Piping:

"Gate Valves and Valve Boxes" shall be included as part of this bid item.

Add *"Section 15051 – Installation of Pressure Pipelines"* to related specifications.

1.2 - Permanent Yard Piping, Control Valves and Related Appurtenances:

"Propeller Meters" shall be included as part of this bid item.

"Gate Valves and Valve Boxes" shall be included as part of this bid item.

"Sample Stations" shall be included as part of this bid item.

"Dry Barrel Fire Hydrant" includes entire assembly in accordance with the detail "FIRE HYDRANT" on Sheet GEN-3 of the drawings.

Add *"Section 15051 – Installation of Pressure Pipelines"* as related specification.

1.3 - Furnish and Install Conduit Piping, Pull Boxes and End Caps:

Add *"Section 26050 – General Electrical Requirements"* as related specification.

Add *"Section 26052 – Grounding and Bonding"* as related specifications.

1.6 - Furnish and Install Chain Link Fence, Including 20' Swing Gate and Appurtenances:

Revise title and description of bid item to read: *"Furnish and Install Chain Link Fence, 20' (2x10) Swing Gate, and Appurtenances"*

1.7 - Disinfect New/Temporary Tanks and Yard Piping:

Title is correct but revise description of bid item to read: *"Disinfect New/Temporary Tanks and Yard Piping"*.

c. SECTION 00310 - BIDDER'S PROPOSAL

BASE BID - Inclusive of EAST TANK, WEST TANK AND MONTCLAIRE TANKS 1 and 2

Delete Bid Item 3 - Traffic Control. Traffic Control shall be considered incidental to the various unit price bid items of the contract and no separate payment will be made.

BASE BID - East Tank

Bid Item 3. *Trenching, Backfill and Compaction*
Revise Qty. and Unit to read as follows:

<u>Qty.</u>	<u>Unit</u>
180	LF

BASE BID - Montclair Tanks 1 and 2

Bid Item 3. *Trenching, Backfill and Compaction, Including Disposal:*
Revise Qty. and Unit to read as follows:

<u>Qty.</u>	<u>Unit</u>
335	LF

Bid Item 10. *Furnish and Install Chain Link Fence, 20' (2X10') Swing Gate, and Appurtenances:* Revise Qty. and Unit to read as follows:

<u>Qty.</u>	<u>Unit</u>
320	LF

d. SECTION 2240 - PIPE TRENCHING, BACKFILLING, AND COMPACTION

Section 2240 - PART 1 - GENERAL - Para. 1.4A. MEASUREMENT AND PAYMENT:

Replace title of Bid Item "Yard Piping" with "Permanent Yard Piping, Control Valves and Related Appurtenances".

e. SECTION 13110 - CHAIN LINK FENCE AND GATES

PART 1 GENERAL - Para. 1.7A. MEASUREMENT AND PAYMENT

Replace title of Bid Item "*Furnish and Install Chain Link Fence, Including 20' Swing Gate and Appurtenances*" with "*Furnish and Install Chain Link Fence, 20' (2x10) Swing Gate, and Appurtenances*".

f. SECTION 15041 - CHLORINATION OF WATER MAINS, WELLS & RESERVOIRS

PART 1 GENERAL - Para. 1.1 DESCRIPTION:

Replace payment description (last sentence of paragraph) with:

The costs for Chlorination of Water Mains, Wells, & Reservoirs shall be included in the Bid Item "Disinfect New/Temporary Tanks and Yard Piping" No additional payment shall be allowed.

g. SECTION 15147 - DUCTILE IRON PIPE AND FITTINGS

PART 1 GENERAL - Para. 1.4 A. MEASUREMENT AND PAYMENT:

Add "Temporary Yard Piping" to payment for work in this Section.

h. SECTION 15151 - WATER FACILITIES IDENTIFICATION

PART 1 GENERAL - Para. 1.1 A. DESCRIPTION:

Delete last sentence and replace with the following: "Unless identified elsewhere in the specifications, all costs for work described in this Section shall be considered incidental to the various unit price bid items of this Contract and no separate payment shall be made."

B. CONTRACT DRAWINGS:

- a.** The inlet piping (supply line) layout is revised to maintain separation (approximately 180°) opposite the outlet nozzle for each tank.

Refer to the following attached drawings for the Yard Piping Layout in accordance with the requirement specified above:

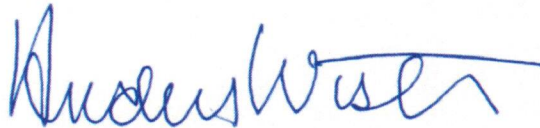
ADDENDUM NO. 1
QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
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ADDENDUM NO. 1

1. GEN - 8 EAST TANK SITE YARD PIPING PLAN
2. GEN - 9 WEST TANK SITE YARD PIPING PLAN
3. GEN - 10 MONTCLAIRE SITE YARD PIPING PLAN

With exception of relocating the inlet piping, all other details shown on the referenced plans remain the same.

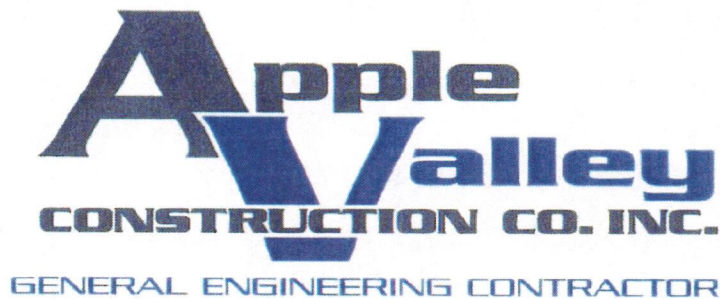
- b.* Add the following note to Drawing GEN-5, GEN-6, and GEN-7:

"The nominal diameter (18') shown on the drawings for the tank may change, based on approved shop drawings. The Contractor shall adjust the over-excavation limits to accommodate the approved tank dimensions and maintain the 5' clearance requirements for overexcavation as specified in the soils report and further delineated on the drawings. Additionally, the Contractor shall adjust grading requirements to accommodate the actual tank diameter. No additional compensation will be allowed as the result of any changes to tank dimensions and modifications thereof."



Anders Wistrom, Ph.D., P.E.
Principal REVE Environmental, Inc.

END OF ADDENDUM NO. 1



Experience / References

37-10G: County of San Bernardino County Flood Control District-Mojave River West Levee Phase II, Victorville, CA. Total Contract Price: \$992,540.00 completed December 2017. The work, in general, consists of re-constructing approximately 1,150 linear feet of earthen levee and armoring with 1/2 ton rock slope protection, construction of pipe culvert, concrete headwalls and doing other work appurtenant. Contact Lawrence White, P.E. Department of Public Works 825 East 3rd Street, Room 147 San Bernardino, CA 92415 909.387.7924

37-02G: City of Victorville-Pipeline-Small Diameter Pipeline Replacement "Old Town" Phase 2 project BM17-056, Victorville, CA Total Contract Price \$1,156,882.00 completed June 2017. Furnish and install 4,200 LF of 8" PVC C-900 Class 305 DR14 waterline and services; CCTV, inspect and clean approximately 4,700 LF of existing sewer lines within work limits, along with paving work. Contact: Stephan Longoria, City of Victorville. 14343 Civic Drive. Victorville, CA 92392 (760) 955-5000

37-01G: Antelope Valley-East Kern Water Agency-Westside Waterbank 60" Isolation Valve Project, Antelope Valley, CA. Total Contract Price \$178,590.00 completed July 2017. Installation of a 60" butterfly valve and procurement and installation of appurtenances to an existing 60-inch pre-stressed concrete water pipe. Contact: Virgil Clary, PE. 6500 W. Avenue N. Palmdale, CA 93551 (661) 943-3201

36-04G: City of Temecula-Old Town Front Street Pavement and Storm Drain Rehabilitation Project No. PW12-14. Temecula, CA. Total Contract Price: \$794,286.50 completed November 2016. Work consisted of localized removal and reconstruction of existing pavement structural section, consisting of 0.50' asphalt concrete over 1.23' crushed aggregate base. Placement of slurry seal over entire project limits. Adjustment of various facilities to grade. Installation of traffic striping, pavement markings and legends. Construction of below-grade storm drain facilities including 24- and 30-inch HDPE pipe, and installation of a pre-packaged lift station. Construction of various surface drainage facilities including curb and gutter and concrete ribbon gutter. Contact: Jon Salazar, Associate Engineer City of Temecula (951) 308-6385

36-03G: VVWRA-Upper Narrows Pipeline Replacement Alternate BNSF Crossing Phase 2. Victorville, CA. Total Contract Price \$792,848.00 completed September 2016. The work included the furnishing of all labor, materials, and equipment for the construction of the Project. The Project includes construction of a 60" casing under the BNSF railroad, sewer line interceptor segments, their associated manholes, and connections to the existing VVWRA sewer interceptor. Contact: Alton Anderson, VVWRA 20111 Shay Road. Victorville, CA 92394. (760) 246-8638 ext. 281

36-02G: Antelope Valley-East Kern Water Agency- Westside Water Bank Phase 2 - Well Connector Pipelines. Antelope Valley, CA. Total Contract Price: \$2,255,370.00 completed

December 2016. The project consists of the installation of about 2.6 miles +/- of a combination of 12, 16, and 20-inch potable water PVC and CML&C steel pipe as well as the installation of 1.8 miles +/- of a combination of 10, 12, and 16-inch raw water PVC and CML&C steel pipe. This work will be performed along Avenue B, Avenue A-8, 130th Street West, and 150th Street West, in northwestern Los Angeles County California. Contact: Virgil Clary, PE. 6500 W. Avenue N. Palmdale, CA 93551 (661) 943-3201

35-13G: VVWRA-Upper Narrows Pipeline Replacement Alternate BNSF Crossing Project, Victorville, CA. Total Contract Price: \$863,371.00 completed April 2016. Project consisted construction of the Upper Narrows Pipeline Replacement Alternate BNSF Crossing Project. Construction of sewer line interceptor segments and their associated manholes and connections to the existing VVWRA sewer interceptor. Project also included rehabilitating the existing steel casing crossing under the BNSF Railroad with cured in place pipe ("CIPP"). Contact: Alton Anderson, VVWRA 20111 Shay Road. Victorville, CA 92394. (760) 246-8638 ext. 281

35-02G: City of Victorville-CC15-043 Pipeline Zone 2890 to 2906 "Stoddard Wells Road". Victorville, CA. Total Contract price: \$1,233,557.00 completed February 2016. Construct a 12-inch Diameter pipeline in Stoddard Wells Road, connecting pressure zones 2890 and 2906. Includes two bridge crossings, the construction of an earth retaining structure, and fiber optic infrastructure. Contact: Stephan Longoria, City of Victorville. 14343 Civic Drive. Victorville, CA 92392 (760) 955-5000

35-01G: City of Victorville - CC15-036 Pipeline-Small Diameter Replacement "Old Town". Victorville, CA. Total Contract Price: \$1,073,432.00 completed September 2015. This project consisted of replacement of existing steel and/or undersized waterlines in the Old Town area of Victorville. Contact: Stephan Longoria, City of Victorville. 14343 Civic Drive. Victorville, CA 92392 (760) 955-5000

34-04G: VVWRA-Apple Valley Interceptor Realignment Project, Apple Valley, CA. Total Contract Price: \$117,640.00 completed December 2014. Construction and installation of approximately 9 lineal feet of 12-inch PVC pipe and 12 lineal feet of 15-inch PVC sewer piping including four new 5-foot diameter epoxy lined manholes. The project also includes development of temporary bypass pumping and piping systems, temporary control and handling of sewage, maintaining public health, control of odor, and noise. Contact: Alton Anderson, VVWRA 20111 Shay Road. Victorville, CA 92394. (760) 246-8638 ext. 281

34-01: Morongo band of Mission Indians-Trunk Water Line Replacement Potrero, Morongo, and Martin Roads. Banning, CA. Total Contract Price: \$988,320.09 completed August 2014. This project consisted of installation of approximately 8,505 LF of 16-inch DI CL250 water main. Installation of water transmission main valves, valves boxes, blow-offs, and associated appurtenances. Abandonment of approximately 7,150 LF of 16-inch water main. Removal of approximately 1,400 LF of 16-inch water main and AC pavement overlay of Potrero Road between Foothill Road and Morongo Road. Contact: John Covington, Water Department Manager. 12700 Pumarra Road. Banning, CA 92220. (951) 755-5270

33-11G: City of Highland-5th Street Storm Drain: City Creek Bypass Channel to 3rd Street and City Creek Bypass Channel: Culverts on 5th Street, Highland, CA. Total Contract Price: \$4,979,604.76 completed August 2015. The project involved construction of construction of new storm drain facilities and a 30" water line along 5th Street, Palm Avenue, and 3rd Street within the City of Highland, in the County of San Bernardino; including modifications/ enhancements to the existing 5th Street City Creek Bypass Channel Culvert to accommodate the future width of 5th Street and provide additional capacity. Contact: Carlos Zamano, PE, City of Highland 27215 Base Line. Highland, CA 92346 (909) 864-8732, Ext. 254

33-04G: City of Victorville-Small Diameter Pipeline Replacement, Victorville, CA.

Total Contract Price: \$228,460.00 completed September 2013. This project consisted of Installation of over 7,200 LF of 8inch main to be placed at two locations south of Palmdale Road between Petaluma Road and San Martin Road. Contact: Stephan Longoria, City of Victorville. 14343 Civic Drive. Victorville, CA 92392 (760) 955-5000.

Job 32-04G: Big Bear Lake Department of Water and Power-2010 Water System Improvements Contract 1A- Pipeline Replacement Project- Big Bear Lake, CA.

Total Contract Price: \$ 1,424,818.36 completed November 2012. This project consists of 8" Water line replacement, and street capping. 3,291 LF of 8" PVC, 3,291 LF of asphalt pavement and repair. 1,748LF of 8" PVC including restrained joints. Contact Person: WSC - Christy Stevens (562) 587-3564

Job 30-04G: Mojave Water Agency-East Conveyance Pipeline- Hesperia, CA. Total Contract Price: \$4,695,403.00, completed September 2011. The project consisted of 18,727 LF of 42-inch CML&C pipe installation with appurtenances. Contact Person: RBF Consulting-Randy Lovan (909) 974-4915

Job 30-06G: Mojave Water Agency-Oro Grande - Phase B- Victorville, CA. Total Contract Price: \$2,146,320.00, completed August 2011. The project consisted of 13,700 LF of 30-inch CML&C pipe installation with appurtenances. Contact Person: Carollo Engineering - Mike Bundy (208) 376-2288

Job 31 -04G: City of Hesperia-"G" Avenue Rail Lead Track & Channel Project Hesperia, CA. Total Contract Price: \$509,492.00, completed June 2011 -possible revisions to be made at later date. Underground Utility Relocation. Contact Person: Tina Sousa (760)947-1474

Job 31 -03P: Victor Valley Wastewater Reclamation Authority-Boulder Removal Mojave River Bed, Victorville, CA. Total Contract Price: \$65,370.00, completed February 2011. Split and remove rock away from sewer main. Contact Person: Logan Olds (760) 508-7819

Job 31 -01 P: Victor Valley Wastewater Reclamation Authority-Emergency Bypass Bridge at Upper Narrows-Apple Valley, CA. Total Contract Price \$128,888.00, completed January 2011. Excavation, welding, shoring, and plates to set motor on river. 140' of 24" casing to stabilize. Contact Person: Tony Penna - VVWRA (760) 246-8638

Job 30-03G: City of Victorville-La Mesa Storm Drain (Oro Grande Wash to El Rio Rd) - Victorville, CA. Total Contract Price, \$217,343.05, completed April 2010. The project consisted of waterline installation: 400 LF of 72-Inch RCP D-1600, 288LF of 66-Inch RCP D-1600, 40 LF 42-Inch RCP D-1000, and 168 LF of 18-Inch RCP D-1350, Concrete collars, Curbside grated catch basins, AC 3-Inch. Contact Person: Stephan Longoria (760) 955-5000. Located at: 14343 Civic Drive. Victorville, Ca 92392.

Job 29-13G: Beaumont Cherry Valley Water District-24-Inch Recycled Water Transmission Main in Desert Lawn Drive - Beaumont, CA. Total Contract Price, \$928,429.31, completed March 2010. The project consisted of waterline installation: Ductile Iron Pipe - 24-inch - 8400 LF, 24-Inch MJ 45degree bends, 4-Inch, 6-Inch blow offs, with: restrained joints, valve can assemblies, tees, bends, blow-offs, fire hydrants, angles. Contact Person: Thomas O'Neil (951) 845-9581. Located at: 560 Magnolia Avenue. Beaumont, CA 92223.

Job 29-04G: City of Victorville - Various Water Projects-Victorville, CA. Total Contract Price, \$2,214,103.50, completed July 2009. The project consisted of waterline installation: Ductile Iron Pipe - 24-inch - 18,520 LF, 18-inch - 4,105 LF, and 16-inch - 3,610 LF, with: restrained joints, valve can assemblies, tees, bends, blow-offs, fire hydrants, angles. Contact Person: Christy Stevens (760) 955-2743. Located at: 14343 Civic Drive. Victorville, Ca 92392.

Job 29-03G: City of Victorville-Sierra Rd and Pacoima Rd Victorville, CA. Total Contract Price, \$295,880.53, completed July 2009. The project consisted of waterline installation: Ductile Iron Pipe - 24-inch - 2,525 LF, 36-inch - 365 LF including fire hydrant, butterfly valve, tees, air and vacuum release valve assemblies. Contact Person : Christy Stevens (760) 955-2743. Located at: 14343 Civic Drive. Victorville, Ca 92392.

Job 28-14G: County of San Bernardino Special District-Cedar Glen Water and Street Improvements - Phase 1 Water and Pipeline Appurtenances - Cedar Glen, CA. Total Contract Price, \$922,050.00, completed in July 2009. The project consisted of water pipeline installation: PVC Pipe - 8-inch, Fire Hydrants, 4-inch Blow off, Fittings, bends, restraint joints. Contact person: Jim Oravets (909) 387-5942. Located at: 157 W 5th Street, Second Floor. San Bernardino, Ca 92415

Job 28-05G: City of Victorville-Well #41-Balsam Arsenic Treatment Water Pipeline - Victorville, CA. Total Contract Price, \$2,476,398.82, completed December 2008. The project consisted of water pipeline installation: Ductile Iron Pipe - 16-inch - 8,281 LF, 20-inch - 14,395 LF including jacked steel casings. Contact Person: Reggie Lamson (760) 245-6424. Located at: 17185 Yuma Street. Victorville, Ca 92395.

Job 27-13G: Victor Valley Water District-Zone 2 Inter-Connecting Water Pipeline, Victor Valley Water District - Victorville, CA. Total Contract Price, \$2,277,139.64, completed March 2008. The project consisted of waterline installation: Ductile Iron Pipe & CMLC - 30-inch - 9,138 LF, 24-inch - 419 LF, and 18-inch - 145 LF, with all supporting materials: construct tie-ins, cathodic testing station, steel casings, restrained joints, butterfly valves, tees, bends, blow-offs, fire hydrants, angle. Contact Person: Reggie Lamson (760) 245-6424. Located at: 17185 Yuma Street. Victorville, Ca 92395.

Job 26-39G: Inland Empire Utilities Agency-San Antonio Channel Pipeline - Ontario, CA. Total Contract Price, \$9,105,115.40, completed July 2009. The project consisted of waterline installation: Ductile Iron Pipe & CMLC - 30-inch - 12,350 LF, 8-inch - 13,200 LF, 24-inch - 7,240 LF, and 36-inch RCP line. Contact Person: Scott Johnson (909) 993-1625. Located at 4075 Kimball Avenue. Chino, Ca 91708

Job 25-35G: Infrastructure Improvements for Compliance with the Arsenic Rule Pipelines, Victorville, CA. Total Contract Price, \$2,784,663.00, completed January 2006. The project consisted of waterline installation: 800 LF 30-Inch CML&C. 2,898LF 30-Inch Ductile Iron Pipe, 3200LF - 24-Inch Ductile Iron Pipe, 3700- 20-Inch Ductile Iron Pipe, 2300LF - 20-Inch Ductile Iron Pipe, 6300, 16-Inch Ductile Iron pipe, 9,400 - 12-Inch Ductile Iron Pipe. Contact Person: Reggie Lamson (760) 245-6424. Located at: 17185 Yuma Street. Victorville, Ca 92395.

Job 23-09G: Arlington Desalter Product Water Pipeline, Schedule II-B, Corona, CA.

Total Contract Price, \$936,272.00, completed February 2004. The project consisted of waterline installation: 16-Inch x 93; 12-Inch x 9223; 8-Inch x 404, all Class 150 CML&C water main and appurtenances. Contact Person: William Eschert (860) 547-6030. Located at: Surety Plaza, T4 101. Hartford, CT 6115.

Job 23-08G: Arlington Desalter Product Water Pipeline, Schedule II-A, Corona, CA.

Total Contract Price, \$793,086.37, completed February 2004. The project consisted of waterline installation: 30-Inch x 1501 Class CML&C water and appurtenances. Contact Person: William Eschert (860) 547-6030. Located at: Surety Plaza, T4 101. Hartford, CT 6115.

Job 23-07G: Zone 4 Water Pipeline, Victorville, CA. Total Contract Price, \$1,232,540.48, completed June 2004. The project consisted of waterline installation: CML&C: 24-Inch x 1788; 24-Inch x 9416; 20-Inch x 37; 12-Inch x 19; C900: 12-Inch x 680; 12-Inch x 1085; 1 ½-Inch x 198. CCO'c include: 860 x 12-Inch C900; 1085 x 12-Inch: 1474 x 12-Inch restrained and 283 x 12-Inch restrained and appurtenances. Contact Person: Reggie Lamson (760) 245-6424. Located at: 17185 Yuma Street. Victorville, CA 92395.

Job 2216G: Arlington Desalter Product Water Pipeline Sch 1; Old Hammer to El Paso,

Norco, CA. Total Contract Price, \$3,779,263.61, completed January 2004. The project consisted of waterline installation: 30-Inch CML&C (Class 200) x 22,834; 30-Inch CML&C (Class 150) x 1,075. Contact Person: Lee E. Slate (909) 354-4241, Construction Manager: Randy Lovan (949) 855-5707 or Jerome Ruddins (949) 855-3634. Located at: 11615 Sterling Avenue, Riverside, CA 92503.

Job 22-15G: DTSC Offsite and Onsite Waterline Installation Project, Jurupa, CA.

Total Contract Price, \$525,766.08, completed July 2003. The project consisted of waterline installation: 12-Inch CML&C x 3036; 8-Inch CML&C x 5330. Contact Person: Tom O'Neil, project Manager (909) 685-1153. Located at: 11201 Harrel Street. Mira Loma, CA 91752.

Job 22-10G: Construction of: Via Peregrino 12-Inch Waterline Extension Project No. L0021; Skeith Way 8-Inch Waterline Extension Project No. D 1074; Carancho Road 6-Inch

Waterline Extension. Total Contract Price, \$224,213.50, completed November 2002. The project consisted of waterline installation: Water Pipeline: CML&C welded steel pipe; 12-Inch x 1677; 8-Inch x 750; 6-Inch x 443. Contact Person: Craig Mapes - Rancho California Water District (909) 296-6900. Located at: 42135 Winchester Rd. PO Box 9017, Temecula, CA 92589

Job 22-03: Butterfield Stage Road Transmission Main (Project No. 98020), Temecula, CA.

Total Contract Price, \$243,986.88, completed September 2002. The project consisted of waterline installation: CML&C, WSP = 16-Inch x 164LF; 24-Inch x 924 LF; 30-Inch x 869, and appurtenances. Contact Person: Craig Mapes - Rancho California Water District (909) 296-6900. Located at: 42135 Winchester Rd. PO Box 9017, Temecula, CA 92589

Job 22-02: Palmdale Road Water Transmission Pipeline, Victorville, CA.

Total Contract Price, \$539,359.56, completed April 2002. The project consisted of waterline installation: PVC = 12-Inch x 413Lf, Steel Pipe = 16-Inch (unrestrained) x 2607LF; 16-Inch (unrestrained) x 5416. Contact Person: Reggie Lamson (760) 245-6424. Located at: 17185 Yuma Street. Victorville, CA 92395.

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
DDH APPLE VALLEY CONSTRUCTION, INC.,
A California Corporation

Douglas Hamilton and Cheryl Hamilton hereby certify that:

1. They are the President and Secretary, respectively, of DDH Apple Valley Construction, Inc., a California Corporation.

2. Article V is added to the Articles of Incorporation and shall read as follows:


V. The liability of the Directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California Law.

3. The foregoing amendment of the Articles of Incorporation has been duly approved by the Board of Directors.

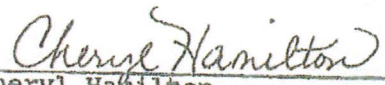
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the Corporations Code. The total number of outstanding shares of the corporation is one hundred. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Executed on May 9, 1988, at Apple Valley, California.



Douglas Hamilton



Cheryl Hamilton

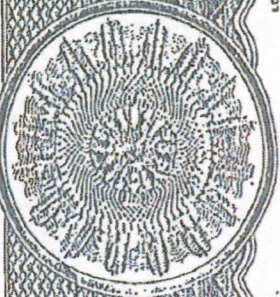
Amend. DDH

INCORPORATED UNDER THE LAWS OF THE STATE OF CALIFORNIA
NOVEMBER 3, 1988



This Certificate that DOUGLAS G. HAMILTON is the record holder
of ONE HUNDRED (100) Shares of the Capital Stock of
DDH APPLE VALLEY CONSTRUCTION, INC.
transferable only on the books of the Corporation by the holder thereof, in person or
by Attorney upon surrender of this Certificate properly endorsed, or assigned.

In Witness Whereof, the said Corporation has caused this Certificate to be signed
by its duly authorized officers and its Corporate Seal to be hereunto affixed
this sixth day of October A.D. 1987



THE COMPANY PRESS, INC.
LOS ANGELES, CALIF.



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **680052**

Entity **CORP**

Business Name **DDH APPLE VALLEY
CONSTRUCTION INC**

Classifications **A B C42**

Expiration Date **11/30/2019**

www.cslb.ca.gov



Registration Complete! Thank you for your payment.

Your PWCR registration and payment were submitted on . If you paid by credit card, payment confirmation and registration processing will take up to 24 hours. If you paid by ACH/EFT, payment confirmation and registration processing will take up to 10 calendar days.

Registration for Fiscal Year: 2018

PWC Registration Number: 1000003468

Contractor Legal Name: DDH APPLE VALLEY CONSTRUCTION, INC.

Contractor Legal Entity: Corporation

Payment Amount: \$300.00

Payment Method: VISA

Payment Confirmation Number: TL9Z0B1V3RPC1

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
DDH APPLE VALLEY CONSTRUCTION, INC.	1000003468	SAN BERNARDINO	APPLE VALLEY	05/18/2017	06/30/2018