

SECTION 00800

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT ("Contract") is made and entered this 29th day of September, 2017 ("Effective Date"), by and between the QUAIL VALLEY WATER DISTRICT "District" and Abundant Water Wells, Inc. ("Contractor"). Contractor's license number is 981850.

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

1. Contract Documents The "Contract Documents" include all of those documents listed in the Table of Contents, Section 00010, of the Contract Specifications for the work described as follows:

**P84C-1502724-001C QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WELL IMPROVEMENTS**

as well as all of the following: Preliminary Construction Schedule, Contract Agreement, State Standard Plans, State Standard Specifications, Kern County Standards, General Requirements, Technical Specifications, California Standard Specifications for Public Works Construction ("Green Book") latest edition, Plans, Profiles and Drawings, Addenda or Change Orders (if any), and Appendices and Supplemental Agreements. All of the Contract Documents are incorporated into this Contract Agreement by reference, and the provisions thereof shall govern the work performed hereunder.

2. In the event of any conflict between the terms of this Contract and any incorporated documents, the terms of this Contract shall control.
3. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as:

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WELL IMPROVEMENTS**

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QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WELL IMPROVEMENTS

as described in this Contract and in the Contract Documents.

4. Compensation. In consideration of the services rendered hereunder, Quail Valley Water District shall pay Contractor a not to exceed amount of Three hundred seventeen thousand nine hundred twenty dollars (\$ 317,920.00) in accordance with the prices as submitted in Contractor's Proposal, attached hereto as Exhibit "A" and incorporated herein by this reference.
5. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance; Additional Insured Endorsement (Comprehensive General Liability); Additional Insured Endorsement (Automobile Liability); and Additional Insured Endorsement (Excess Liability).
5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to the Quail Valley Water District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the Quail Valley Water District tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. The Contractor acknowledges that this Project is a public work to which prevailing wages apply in accordance with the requirements of California Labor Code Sections 1770, *et seq.*, which would require the payment of prevailing wages, as defined by California Labor Code Section 1720, *et seq.* The Contractor shall defend, indemnify, and hold harmless the District, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys' fees, arising from any failure or alleged failure of the Contractor to comply with California Labor Code Sections 1770, *et seq.*
7. Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

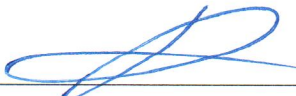
"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to under take self-insurance in

accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.
9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.
10. Entire Agreement. This Contract, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Quail Valley Water District and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Contract.
11. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

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

QUAIL VALLEY WATER DISTRICT
24750 Sand Canyon Road
Tehachapi CA 93661

By:  _____

Randy Hardenbrook, General Manager

ATTEST:

By:  _____
Secretary, Quail Valley Water District

APPROVED AS TO FORM:

By: _____
Quail Valley Water District Attorney

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

Dated: 10/04/2017

Abundant Water Wells, Inc.
("CONTRACTOR")

By: 

Printed Name: Loren Worthington

Title: President

By: _____

Printed Name: _____

Title: _____

END OF SECTION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/17/2017

PRODUCER Timothy John Bridges DBA Twin Bridges Specialty Ins 719 S Pacific Coast Highway, STE 1 Redondo Beach, CA 90277	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Abundant Water Wells Inc 10600 Leona Avenue Leona Valley, CA 93551	INSURER A: US Specialty Insurance Company	
	INSURER B: Amtrust Insurance Company	
	INSURER C: Tokio Marine & Specialty	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	U17AC99687-00	08/11/2017	08/11/2018	EACH OCCURRENCE	\$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> EXC If yes, describe under SPECIAL PROVISIONS below	9117379	06/30/2017	06/30/2018	WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	OTHER Pollution Liability	T17CE10052-00	08/18/2017	08/18/2018	Per Occ	\$1,000,000
					Agg	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The District, The State of California, their respective officials, directors, officers, employees, agents and volunteers shall be covered as additional insured with respect to the work or operations performed by or on behalf of the contractor, including materials, parts, or equipment furnished in connection with such work.

A Waiver of Subrogation is in place for the additional insured.

CERTIFICATE HOLDER

The District, The State of California, their respective officials, directors, officers, employees, agents and volunteers
 1812 9th Street, STE 100
 Sacramento, CA 95811

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Executed in triplicate originals
P84C-1502724-001P
QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WELL IMPROVEMENTS

Bond No. 1115183
Premium: \$9,538.00

SECTION 00615
PERFORMANCE BOND

BE ADVISED THAT:

The Quail Valley Water District ("District") has awarded to Abundant Water Wells
_____ as Principal ("Principal") the
Contract for the work described as follows:

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WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WELL IMPROVEMENTS**

The Principal is required to furnish a bond in connection with the Contract
guaranteeing faithful performance;

We, the undersigned Contractor, as Principal, and Surety, are held and firmly bound to
the District in the sum of Three Hundred Seventeen Thousand Nine Hundred Twenty and 20/100th dollars
(\$ 317,920.20) (this amount being not less than one hundred percent [100%] of
the total amount payable by the District under the terms of the Contract awarded by the
District to the Contractor/Principal), lawful money of the United States of America, for
payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded
Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in
all things stand to and abide by and well and truly keep and perform all the
undertakings, terms, covenants, conditions, and agreements in the said Contract and
any alteration thereof, made as therein provided, including, but not limited to, the
provisions regarding contract duration and liquidated damages, all within the time and
in the manner therein designated in all respects according to their true intent and

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meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Whenever Contractor/Principal shall be, and is declared by the District to be, in default under the Contract, the District having performed the District's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the District, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above.

The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Contractor/Principal by the District under the Contract and any modifications thereto, less the amount previously, properly paid by the District to the Contractor/Principal.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize Contractor/Principal in completing the Contract nor shall Surety accept a bid from Contractor/Principal for completion of the Project if the District, when declaring the Contractor/Principal in default, notifies Surety of the District's objection to Contractor's/Principal's further participation in the completion of the Project. No right of action shall accrue on this bond to or for the use of any person or corporation other than the District named herein or the successors or assigns of the District. Any suit under this bond must be instituted within the applicable statute of limitations period as provided by the laws of the State of California.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract, or of the work to be performed thereunder, shall in anyway affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Contract or of the work to be performed thereunder.

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Contractor/Principal and Surety agree that if the District is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay District's reasonable attorney fees incurred, with or without suit, in addition to the above amount.

AS WITNESSES, we have affixed our signatures and seals this 5th day of October, 2017

(Principal's Seal)

PRINCIPAL Abundant Water Wells

By:

Title:

Address:

Phone No.

Fax No.

10600 Leona Avenue

Leona Valley, CA 93551

661 713 3443

(Surety's Seal)

SURETY Lexon Insurance Company

By:

Title:

Address:

Phone No.

Fax No.

Ellen Bell, Attorney-in-Fact

12890 Lebanon Road

Mt. Juliet, TN 37122

(714) 505-7011

(714) 573-1770



END OF SECTION

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 OCT 05 2017, before me, Frances Lefler Notary Public,
personally appeared
Ellen Bell

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

Frances Lefler



(Seal)

OPTIONAL

Description of attached document:

Document Title: _____

Date of Document: _____ Number of Pages: _____

Additional Signers Not Named Above: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

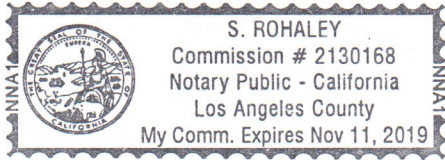
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 10-9-2017 before me, S. Rohaley, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Loren Worthington
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 [Signature]
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: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 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: _____

POWER OF ATTORNEY

LX- 300866

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Kevin Bogart, Erik Johansson, Melissa Lopez, Ellen Bell, Frances Lefler, Christina Johnson its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$10,000,000.00, Ten Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.



LEXON INSURANCE COMPANY

BY

Signature of David E. Campbell, President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
Mv Commission Expires 07-08-19

BY

Signature of Amy Taylor, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this OCT 05 2017 Day of _____, 20_____.



BY

Signature of Andrew Smith, Assistant Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Executed in triplicate originals

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

Bond No. 1115183
Premium: Included in
Performance Bond

SECTION 00614

PAYMENT BOND

BE ADVISED THAT:

Quail Valley Water District, Kern County, California ("District"), by appropriate action, has awarded to Abundant Water Wells as Principal ("PRINCIPAL"), the Contract for the work described as follows:

**P84C-1502724-001C QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WELL IMPROVEMENTS**

The PRINCIPAL is required by Chapter 7, commencing with Section 3247 of the California Civil Code to furnish a bond in connection with the Contract;

THEREFORE, we, the PRINCIPAL and Lexon Insurance Company as Surety, are held and firmly bound unto the District in the penal sum of \$ 317,920.20*, lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by this bond.

*Three Hundred Seventeen Thousand Nine Hundred Twenty and 20/100th

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in California Civil Code section 3181 or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the California Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the California Employment Development Department, any amounts required to be deducted, withheld, and paid over by section 13020 of the California Unemployment Insurance Code with respect to work and labor thereon of any kind, then Surety will for the same,

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QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WELL IMPROVEMENTS

in or to an amount not exceeding the amount herein above set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney fees and other litigation expenses and costs as shall be fixed by the court, awarded and taxed as provided in Chapter 7 commencing with section 3247 of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any Contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment for it, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the Contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond shall be construed most strongly against the Surety and in favor of all persons for whose benefit it is given, and under no circumstances shall Surety be released from liability to those for whose benefit the bond has been given, by reason of any breach of Contract between the District and original Contractor, or on the part of any obligee named in the bond, but the sole condition of recovery shall be that claimant is a person described in section 3181 of the California Civil Code and has not been paid the full amount of its claim. The Surety hereby waives notice of any change, extension of time, addition, alteration, or modification mentioned above.

AS WITNESS, we have affixed our signatures and seals this 5th day of October 2017.

In presence of:

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

(Principal's Seal)

PRINCIPAL Abundant Water Wells

By: *[Signature]*

Title: *President*

Address: 10600 Leona Avenue

Leona Valley, CA 93551

Phone No. 661 713 3443

Fax No. _____

(Surety's Seal)

SURETY Lexon Insurance Company

By: *[Signature]*

Title: Ellen Bell, Attorney-in-Fact

Address: 12890 Lebanon Road

Mt. Juliet, TN 37122

Phone No. (714) 505-7011

Fax No. (714) 573-1770

END OF SECTION

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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

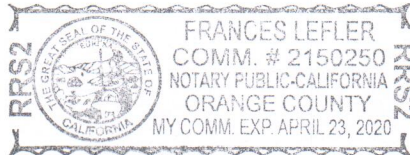
On OCT 05 2017, before me, Frances Lefler Notary Public,
personally appeared
Ellen Bell

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

Frances Lefler



(Seal)

OPTIONAL

Description of attached document:

Document Title: _____

Date of Document: _____ Number of Pages: _____

Additional Signers Not Named Above: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

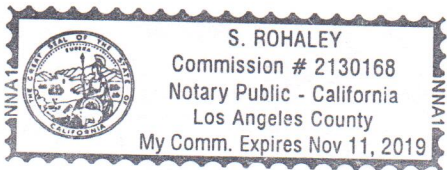
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 10-9-2017 before me, S. Rohaley, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Loren Worthington
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 [Signature]
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: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 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: _____

POWER OF ATTORNEY

LX- 293751

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Kevin Bogart, Erik Johansson, Melissa Lopez, Ellen Bell, Frances Lefler, Christina Johnson its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$10,000,000.00, Ten Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.



LEXON INSURANCE COMPANY

BY

Signature of David E. Campbell, President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
Mv Commission Expires 07-08-19

BY

Signature of Amy Taylor, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this OCT 05 2017 Day of _____, 20_____.



BY

Signature of Andrew Smith, Assistant Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

EXHIBIT "A"

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

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
WELL IMPROVEMENTS

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, the most recent edition of Kern County Development Standards on county maintained roads, and other related 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:

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

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:

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

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

A. 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

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>

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 WELL A and WELL B

Item	Description	Qty.	Unit	Unit Price	Total
1.	Mobilization and Demobilization, Not to Exceed 7% of the Total Base Bid	1	LS	\$ 3,437.00	\$ 3,437.00
2.	Removal and Disposal of Accumulated Fill	20	CF	\$ 100.00	\$ 2,000.00
3.	Site Grading	1	LS	\$ 6,700.00	\$ 6,700.00

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 QUAIL VALLEY WATER DISTRICT
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 WELL IMPROVEMENTS

Item	Description	Qty.	Unit	Unit Price	Total
4.	Storm Water Pollution Prevention Plan (SWPPP) and BMPS	1	LS	\$ 2,500.00	\$ 2,500.00
5.	Potholing of Utilities and Points of Connection	1	LS	\$ 1,500.00	\$ 1,500.00
6.	Temporary Yard Piping	1	LS	\$ 2,650.00	\$ 2,650.00
7.	Temporary Sedimentation Tanks	1	LS	\$ 3,500.00	\$ 3,500.00
8.	Temporary Discharge Water	1	LS	\$ 1,800.00	\$ 1,800.00
9.	Permanent Yard Piping	1	LS	\$ 3,650.00	\$ 3,650.00
10.	Temporary Electrical Control Panel and Service	1	LS	\$ 6,500.00	\$ 6,500.00
11.	Disinfect New/Temporary Yard Piping	1	LS	\$ 500.00	\$ 500.00
12.	Standby Time	72	HR	\$ 275.00	\$ 19,800.00
TOTAL BASE BID AMOUNT - - Inclusive for WELL A and WELL B				\$ 54,537.00	

II. BASE BID - WELL A

Item	Description	Qty.	Unit	Unit Price	Total
1.	Removal and Salvage of Existing Equipment and Materials	1	LS	\$ 4,500.00	\$ 4,500.00
2.	Mechanical and Chemical Well Treatments	1	LS	\$ 6,500.00	\$ 6,500.00
3.	Color Video Camera Survey	2	LS	\$ 1,200.00	\$ 2,400.00
4.	Furnish and Install New Pump and Related Appurtenances	1	LS	\$15,000.00	\$15,000.00
5.	Furnish and Install Pitless Unit	1	LS	\$ 500.00	\$ 500.00
6.	Well Disinfection and Capping	1	LS	\$ 350.00	\$ 350.00
7.	Collect Bacteriological Samples	1	LS	\$ 350.00	\$ 350.00

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 WATER TRANSMISSION LINE AND RESERVOIR PROJECT
 WELL IMPROVEMENTS

Item	Description	Qty.	Unit	Unit Price	Total
8.	Production Pump Tests - Step Down	1	LS	\$ 2,450.00	\$ 2,450.00
9.	Production Pump Tests - Continuous 72 hrs	1	LS	\$ 4,500.00	\$ 4,500.00
10.	Production Pump Tests - Continuous 10 days	1	LS	\$15,000.00	\$15,000.00
TOTAL BASE BID AMOUNT - WELL A				\$ 51,550.00	

III. BASE BID - WELL B

Item	Description	Qty.	Unit	Unit Price	Total
1.	Conductor Borehole and Casing	60	LF	\$ 170.00	\$10,200.00
2.	Downhole Geophysical Survey	1	LS	\$2,800.00	\$ 2,800.00
3.	Borehole Seal	1	LS	\$6,500.00	\$6,500.00
4.	Final Reamed Borehole	1	LS	\$49,500.00	\$49,500.00
5.	Caliper Survey	1	LS	\$ 2,400.00	\$ 2,400.00
6.	Well Casing and Accessory Tubing	-	-	-	-
6.a.	Blank Well Casing	100	LF	\$ 6,300.00	\$ 6,300.00
6.b.	Screened Well Casing	460	LF	\$ 97.62	\$44,905.00
6.c.	Sounding Tube	400	LF	\$ 4	\$ 1,600.00
6.d.	Permanent Gravel Feed Tube	60	LF	\$ 10.00	\$ 600.00
6.e.	Accessory Tubing	400	LF	\$ 1.00	\$ 400.00
7.	Gravel Pack	510	LF	\$ 6.80	\$ 3,468.00
8.	Upper (Sanitary) Annular Grout Seal	60	LF	\$ 92.00	\$ 5,520.00
9.	Annular Seals	40	LF	\$ 92.00	\$ 3,680.00
10.	Mechanical Well Development	48	HR	\$ 310.00	\$ 14,880.00
11.	Mobilization and Demobilization of Test Pump and Appurtenances	1	LS	\$ 1,500.00	\$ 1,500.00
12.	Pumping Development	48	HR	\$ 310.00	\$ 14,880.00
13.	Reset Intake Depth of Test Pump	1	LS	\$ 800.00	\$ 800.00

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Item	Description	Qty.	Unit	Unit Price	Total
14.	Color Video Camera Survey	2	LS	\$1,200.00	\$ 2,400.00
15.	Alignment/Deviation Test	1	LS	\$1,200.00	\$1,200.00
16.	Furnish and Install New Pump and Related Appurtenances	1	LS	\$15,000	\$15,000.00
17.	Furnish and Install Pitless Unit	1	LS	\$ 500.00	\$ 500.00
18.	Well Disinfection and Capping	1	LS	\$ 500.00	\$ 500.00
19.	Collect Bacteriological Samples	1	LS	\$ 350.00	\$ 350.00
20.	Production Pump Tests - Step Down	1	LS	\$ 2,450	\$ 2,450.00
21.	Production Pump Tests - Continuous 72 hours	1	LS	\$4,500	\$ 4,500.00
22.	Production Pump Tests - Continuous 10 days			\$ 15,000	\$ 15,000.00
TOTAL BASE BID AMOUNT - WELL B				\$ 211,833.00	

BASE BID SUMMARY

I. BASE BID - Inclusive for WELL A and WELL B	\$ 54,537.00
II. BASE BID - WELL A	\$ 51,550.00
III. BASE BID - WELL B	\$ 211,833.00

**TOTAL AMOUNT BASE BID (ITEMS I THROUGH
 III) \$317,920.00**

(Figures)

TOTAL AMOUNT BASE BID (ITEMS I THROUGH III)

Three hundred seventeen thousand nine hundred twenty dollars even

(Words)

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QUAIL VALLEY WATER DISTRICT
WATER TRANSMISSION LINE AND RESERVOIR PROJECT
WELL IMPROVEMENTS

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 III.
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.

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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		
(F&I)	Furnish and Install		

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.

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.

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 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.

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.

Lexon Insurance Company
 Bonding Company

 Bond No.

 Expires