

ATTACHMENT C

**CONSTRUCTION AGREEMENT
BY AND BETWEEN
VICTORVILLE WATER DISTRICT
AND
DDH APPLE VALLEY CONSTRUCTION, INC.
FOR
PIPELINE REPLACEMENT PROJECT – AREA 1 AND AREA 2,
PROJECT CC22-076**

THIS CONSTRUCTION AGREEMENT (the “Agreement”) is made and entered into by and between the **VICTORVILLE WATER DISTRICT**, a County water district and subsidiary district of the City of Victorville, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California hereinafter referred to as the “District”, and **DDH Apple Valley Construction, Inc., a California corporation**, hereinafter referred to as the “Contractor”. The District and the Contractor are sometimes hereinafter referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS:

WHEREAS the District requires **Pipeline Replacement Project – Area 1 and Area 2** (the “Project”); and

WHEREAS, in light of the facts set forth above, the District desires to retain Contractor in connection with **Pipeline Replacement Project – Area 1 and Area 2**; and

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth herein.

Section 2. TERM OF AGREEMENT

This Agreement shall commence within **Fifteen (15) Calendar Days** after issuance of Notice to Proceed (the “Commencement Date”) and shall terminate upon completion of the Project, **Seventy (70) Working Days** after Commencement Date (the “Termination Date”), unless sooner terminated in accordance with the provisions of this Agreement (the “Term”). From and after the Termination Date, and upon subsequent agreement by the Parties, this Agreement may continue on a month-to-month basis until terminated pursuant to Section 3 below.

Section 3. TERMINATION OR SUSPENSION

a. This Agreement may be terminated or suspended without cause by either Party at any time, provided that the Party initiating the termination provides the other Party at least thirty (30) days advance written notice of such termination or suspension. In the event of such termination, the

District shall only be liable for payment under the payment provisions of this Agreement for satisfactory work rendered or supplies actually furnished prior to the effective date of termination.

b. This Agreement may be terminated or suspended with cause by either Party at any time, provided that the Party initiating termination provides the other Party at least ten (10) days advance written notice of such termination or suspension. In the event of such termination, the District shall only be liable for payment under the payment provisions of this Agreement for satisfactory work rendered or supplies actually furnished prior to the effective date of termination.

Section 4. CONTRACT DOCUMENTS; PRIORITY

a. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contract Documents are intended to be correlative and constitute Contractor's performance obligations:

1. This Agreement.
2. Exhibits A & B.
3. Notice Inviting Bids for the Project.
4. Specifications for the Project.
5. Special Provisions.
6. List of Subcontractors.
7. Faithful Performance & Payment Bonds.
8. Non-Collusion Declaration.
9. Guaranty.

b. Interpretation. In the event of any conflict between any of the Contract Documents, the document highest in the order of precedence (from highest to lowest), as set forth in Subsection 4.a above shall control.

Section 5. CONTRACTOR'S OBLIGATIONS

Contractor shall complete the Project as specifically set forth in the Contract Documents. Contractor shall furnish, at its own cost and expense, all labor, services, material, tools, equipment, supplies, transportation, and any other items and facilities necessary therefore, as provided in the Contract Documents.

Section 6. COMPENSATION

The Contractor agrees to receive and accept the following amount, not to exceed **Five Million Two Hundred Ninety-one Thousand Nine Hundred Six and 00/100 Dollars (\$5,291,906.00)**, as full compensation for furnishing; all materials, doing all the work contemplated and embraced in this contract, all loss or damage arising out of the nature of the work aforesaid, the action of the elements, any unforeseen difficulties or obstructions which may arise or be encountered in the execution of the work until its acceptance by the District, and for all risks of every description connected with the work, all expenses incurred by or in consequence of the suspension or discontinuance of work well and faithfully completing the whole work, thereof, according to the requirements of the Contract Documents and to the satisfaction of **Brian Gengler, City Engineer**, or his designee, to wit: See **Exhibit "A", Scope of Work**.

Section 7. BID PROPOSAL FORMS

The District shall pay Contractor as provided in the Bid Proposal Forms, attached hereto as **Exhibit "B"**, and incorporated herein by this reference as though set forth in full, subject to approval

of the District, when applicable.

Section 8. **PREVAILING WAGES**

a. In accordance with the provisions of the California Labor Code (1720,1770-1776, 1810, 1813 and 1815), the State Director of Industrial Relations has determined the general prevailing rates of per diem wages in the locality where the Project is to be done. Copies of the updated Wage Determination rates are available from the State of California via the internet at www.dir.ca.gov. Additionally, copies of the prevailing rate of per diem wages are on file at the City of Victorville Finance Division and shall be made available for review to any interested party on request. Notwithstanding anything in the Contract Documents to the contrary, Contractor and all subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the work contemplated by this Contract.

b. **AB219 (as applicable)** adds Section 1720.9 to the Labor Code, the hauling and delivery of ready-mixed concrete to carry out a public works contract, with respect to contracts involving state agency or any political subdivision of the state. Section 1720.9 defines the term “ready-mixed” concrete and specifies that the rate of pay shall be the current prevailing wage “for the geographical area in which the factory or batching plant is located” as determined by the DIR. The statute also requires a written agreement between the party hauling or delivering the ready-mixed concrete and the party that engaged its services. Nothing in Section 1720.9 shall cause any company to be treated as a contractor or subcontractor for any purpose other than the application of this chapter of the Labor Code.

c. The delivery company shall provide certified payroll records under Labor Code section 1776(a) to the party that engaged its services and to the general contractor within five working days after the employee has been paid, accompanied by a written time record within five working days after the employee has been paid, accompanied by a written time record. The time record must be certified by each driver for the performance of job duties.

d. Contractor shall be responsible for using the correct and current prevailing wage rates. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct State prevailing wage and compliance with the maintenance and inspection of payroll records, posting of prevailing wage rates at work site, employment of apprentices, and other requirements of California Labor Code Section 1720, et seq.; California Code of Regulations, Title 8, Section 16000 et seq.; and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its subcontractors.

NOTE: Copies of the Certified Payrolls, Proof of Payroll submissions and appropriate Lien Releases are required with each invoice to the City. Payment of the invoice may be delayed when Payroll related documents and/or lien releases are not included with the invoice. An error on the part on any awarding body does not relieve the Contractor from responsibility for payment of the prevailing wage of per diem wages and penalties pursuant to Labor Code (1770 - 1776).

Section 09. **NOTICE TO PROCEED**

No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by the District. Contractor shall commence work pursuant to the Contract Documents as directed by the District in the Notice to Proceed, and to diligently execute the same to completion within the time limits set forth in the Contract Documents.

Section 10.**COMPLIANCE WITH LAWS**

Contractor shall comply with all local, state, and federal laws and regulations applicable to the performance of the work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses shall be held or obtained by the Contractor at its sole expense.

Section 11.**INSURANCE - GENERAL**

a. **General.** The Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work here under by the Contractor, their agents, representatives, employees, or Subcontractors.

b. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001),
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code I (any auto),
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance,
4. Course of Construction/Inland Marine Insurance for Work on Site. The Contractor shall purchase and maintain insurance to the full contract and insurable value thereof, commonly referred to a Course of Construction, Builders' Risk, or an Inland Marine policy that offers "Installation" coverage.

Section 12.**COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE**

Contractor shall procure and maintain at its own expense, during the term of this Agreement Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers, and agents, and independent contractors. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Contractor shall further procure and maintain, at its own expense, during the Term of this Agreement, Commercial Vehicle Liability Insurance covering person injury and property damage, of not less than Five Million Dollars (\$5,000,000) combined single limit, covering any vehicle utilized by Contractor or its officers, employees, servants, volunteers, or agents and independent contractors in performing the services required by this Agreement.

Section 13.**WORKERS' COMPENSATION INSURANCE**

Contractor shall procure and maintain at its' own expense, during the Term of this Agreement, Workers' Compensation Insurance, providing coverage as required by the California State Workers' Compensation Law.

a. If any class of employees employed by the Contractor, pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the City of Victorville.

Section 13. COURSE OF CONSTRUCTION/BUILDER'S RISK

Course of Construction/Inland Marine Insurance. Completed Value of the Work including owned, leased, and rented equipment. This insurance shall include the interest of the City, its officers, officials, employees, agents, and volunteers. Contractor and Subcontractors and will cover their Work at the site and all materials, supplies, equipment, machinery and apparatus entering into the construction of the Work site.

Section 14. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention must be declared to and approved by the City of Victorville. At the option of the City of Victorville, either the insurer shall reduce or eliminate such deductibles or self-insured retention that pertains to the City of Victorville, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Section 15. OTHER INSURANCE PROVISIONS.

a. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

b. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, the City of Victorville, its officers, employees, servants, volunteers, and agents and independent contractors, including, without limitation, the City of Victorville Attorney, are named as Additional Insured's. The coverage shall contain no special limitations on the scope of protection afforded to the City of Victorville, its officers, officials, employees, agents or volunteers.

c. Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the City of Victorville, its officers, volunteers, employees, contractors, and Subcontractors.

d. For any claims related to this Work, the Contractor's insurance coverage shall be primary insurance as respects the City of Victorville, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Victorville, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

e. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City of Victorville, its officers, officials, employees, agents or volunteers.

f. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

g. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice, by certified mail return receipt requested, has been given to the City of Victorville. In the case of non-payment, ten (10) days' advance written notice shall be given.

h. Course of Construction Policies Shall Contain the Following Provisions

i. City of Victorville shall be named as loss payee

j. Notwithstanding any inconsistent statement in any required insurance policies of any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, the City of Victorville and its officers, employees, servants, volunteers, and agents and independent contractors, including, without limitation, City of Victorville Attorney, are named as Additional Insured's

1. Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the City of Victorville and its officers, volunteers, employees, Contractors and Subcontractors
2. If the project does not involve new or major reconstruction, at the option of the City of Victorville, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.

Section 16. **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers that have a current A.M. Best's rating of no less than A:VII.

Section 17. **VERIFICATION OF COVERAGE**

Contractor shall furnish the City of Victorville with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City of Victorville before work commences. As an alternative to City of Victorville's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Section 18. **SUBCONTRACTORS**

The Contractor shall include all Subcontractors as insured under the policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverage for Subcontractors shall be subject to all the requirements stated herein, and Contractor shall ensure that the City of Victorville is an additional insured on insurance required from subcontractors. For

CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Section 19. **TIME OF THE ESSENCE**

Time is of the essence in the performance of this Agreement.

Section 20. **INDEMNIFICATION**

Notwithstanding the limits of any insurance, Contractor shall indemnify the District, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the District its officials, officers, agents, volunteers or employees, and in connection therewith:

a. Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

b. Contractor will promptly pay any judgment rendered against the District, its officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the District, its officials, volunteers, officers, agents, and employees harmless there from;

c. In the event the District, its officials, officers, agents, volunteers or employees is made a Party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the District, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by the District, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to District;

d. Contractor's duty to defend and indemnify as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time;

The Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

Section 21. **REPORTS**

Upon request by **Brian Gengler, City Engineer**, or his designee, Contractor shall prepare and submit reports concerning Contractor's performance of the work required by this Agreement.

Section 22. **RECORDS**

a. Contractor shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable **Brian Gengler, City Engineer**, or his designee, to evaluate the cost and the performance of such services.

b. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles.

c. **Brian Gengler, City Engineer**, or his designee, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

d. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to **Brian Gengler, City Engineer**, or his designee, for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

Section 23. **MODIFICATIONS AND AMENDMENTS**

This Agreement may be modified or amended only by a written instrument signed by both Parties.

Section 24. **ENTIRE AGREEMENT**

a. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or written, between the District and Contractor with respect to the subject matter of this Agreement.

b. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Agreement and the Contract Documents.

c. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

Section 25. **AMBIGUITIES**

This Agreement is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

Notwithstanding the foregoing, the Parties agree that **Exhibit "A"** is attached hereto for reference purposes and to the extent there are any ambiguities, inconsistencies or conflicts between the terms of this Construction Agreement and **Exhibit "A"**, the terms of this Construction Agreement shall control and nothing set forth in **Exhibit "A"** shall be deemed to supersede any of the provisions of this Construction Agreement.

Section 26. NOTICES

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

To the District:	Brian Gengler, City Engineer, Engineering Division 14343 Civic Drive Victorville, CA 92392
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To Contractor:	Douglas Gregory Hamilton, President DDH Apple Valley Construction, Inc. 9312 Deep Creek Road Apple Valley, CA 92308
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b. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 27. NON-LIABILITY OF DISTRICT OFFICERS AND EMPLOYEES

No officer or employee of the District shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the District or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Agreement.

Section 28. REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Agreement and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Agreement based on such consultation.

Section 29. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the District, except those losses or damages as may be caused by the District's own negligence. The performance of the work by Contractor or the payment of money by the District shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the District, when such inaccuracies are due to the negligence of Contractor

Section 30. CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 31. **SUCCESSORS, HEIRS, AND ASSIGNS**

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties. This Contract may not be assigned or transferred by Contractor without the concurrence of the surety and express written consent of the District, which may be withheld in the District's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.

Section 32. **GENDER; PLURAL**

In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

Section 33. **SEVERABILITY**

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

Section 34. **GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 35. **CUMULATIVE REMEDIES**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

Section 36. **VENUE**

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in San Bernardino County, California.

Section 37. **ATTORNEY'S FEES**

Should any litigation, specifically including but not limited to, arbitration and other non-judicial resolution of disputes be commenced between the Parties to this agreement concerning this agreement or the rights and duties of either in relation thereto, the Parties prevailing in such litigation or other proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney fees in such litigation where the proceeding which, if not agreed

upon by the Parties, shall be determined by the court or other entity in which such litigation or other proceeding is brought.

Section 38. **EFFECTIVENESS OF AGREEMENT**

This Agreement shall not be binding upon the District, until signed by the authorized representative(s) of Consultant, approved by the District's Risk Manager, and executed by the authorized District personnel or Mayor.

Section 39. **REPRESENTATIONS OF PARTIES AND PERSONS
EXECUTING AGREEMENT**

a. Each of the Parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the Parties hereto.

b. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the Parties each purports to represent.

Section 40. **COUNTERPARTS**

This Agreement may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Agreement.

(END OF THIS PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates written below.

VICTORVILLE WATER DISTRICT

**DDH APPLE VALLEY
CONSTRUCTION, INC.**

By: _____
**Debra Jones,
District Chairman**

By: _____
**Douglas Gregory Hamilton,
President**

Dated: _____

Dated: _____

ATTEST

By: _____
**Jennifer Thompson,
District Secretary**

Dated: _____

VICTORVILLE WATER DISTRICT

APPROVED AS TO STANDARD FORM

By: _____
**Lee Brown,
District Risk Manager**

By: _____
**Andre de Bortnowsky,
District Legal Counsel**

Dated: _____

Dated: _____

EXHIBIT A

SCOPE OF WORK

The District agrees to engage Contractor and Contractor agrees to furnish all necessary labor, tools, materials, and equipment for and do the Work for the Project. The Work shall be performed in accordance with: (i) the Plans and Specifications and applicable Addenda (as generally described in the Request for Bid, Project Number CC22-076 for the Project, the entirety of which is currently on file in office of the District Secretary); and (ii) the prices set forth in Contractor's Bid Proposal (attached as **Exhibit "B"**).

EXHIBIT B

BID PROPOSAL FORMS

See Attachment

EXHIBIT B

ADDENDUM #3

PIPELINE REPLACEMENT PROJECT – AREA 1 and Area 2, CC22-076

SECTION D – BID PROPOSAL FORM (Revision #2)

TO THE CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA

The undersigned declares he has carefully examined the locations of the proposed work, the Plans, the Specifications, Special Provisions and other Contract Documents; and being familiar with all of the conditions surrounding the work, including the availability of materials and labor, hereby proposes to furnish all labor, materials, tools, equipment, and incidentals to complete all the Work. All of the aforementioned shall be done in accordance with said Plans, Special Provisions, and Specifications as well as the most current editions, including all amendments at bid opening, of the :

- 1) City of Victorville Standard Specifications for Public Improvements and Standard Plans,
- 2) Standard Specifications for Public Works Construction as amended by the City of Victorville,
- 3) and Contract Documents.

For the price set forth in the following schedule:

Area 1 and Area 2 Pipeline Replacement Project Base Bid

	Description	Quantity	Unit Cost	Total Cost
Schedule A - Area 1 Pipeline Replacement				
1	Mobilization/Demobilization/bonds/insurance/Permits	1 LS	85,100.00	85,100.00
2	Temporary Traffic Control Plan Preparation & implementation	1 LS	21,470.00	21,470.00
3	Storm Water Pollution Prevention Plans and Best Management Practices	1 LS	9,700.00	9,700.00
4	Signing and Striping	1 LS	18,700.00	18,700.00
5	Record Drawings (As-Builts)	1 LS	1,050.00	1,050.00
6	Pothole existing utilities (mainline – shown on the plans) prior to construction	1 LS	51,000.00	51,000.00
7	Protection of existing survey monuments or removal and replacement of existing survey monuments	1 LS	24,130.00	24,130.00
8	Remove and replace existing cross gutters, curb/gutter, driveways, sidewalks, mailboxes in kind	1 LS	49,100.00	49,100.00
9	Pothole unknown existing utilities (mainline – not shown on the plans) prior to construction	40 EA	370.50	14,820.00
10	Owner directed sewer lateral repair per Project Specification Section 9-3.1.10	10 EA	2,287.00	22,870.00
11	Furnish and Install Guard Post per C.O.V. Std. W-42	20 EA	748.00	14,960.00
12	Utility Under Crossings Not Identified on the Plans (no fittings required)	25 EA	911.00	22,775.00
13	Cut & Cap and Abandon Existing Waterline (size as shown on drawings) per C.O.V. Std. W-41	15 EA	3,400.00	51,000.00

EXHIBIT B

14	Furnish and Install 8" PVC C-900 or C-909 CL 305 or 8" DIP CI 350 Pipe Including Bedding and Compaction per C.O.V. Std. S-10 and W-36	5,420 LF	149.90	812,458.00
15	Owner Directed Installation of 8-inch Diameter Pipeline at Flowline Depth Between 1.1 Feet and 2.0 Feet Deeper than Shown at Bid Time.	1,000 LF	18.37	18,370.00
16	Owner Directed Installation of 8-inch Diameter Pipeline at Flowline Depth Between 2.1 Feet and 3.0 Feet Deeper than Shown at Bid Time.	1,000 LF	36.74	36,740.00
17	Furnish and Install Fire Hydrant Assembly per C.O.V. Std. W-11, W-18 and these plans & specifications	10EA	11,750.00	117,500.00
18	Remove and dispose of Existing Appurtenances/ Fire Hydrant Assemblies including valve lids and slip cans as noted on the plans	5 EA	2,534.00	12,670.00
19-a	Furnish and Install 1" Air Vacuum and Release Valve per C.O.V. Std. W-24 & W-27	6 EA	6,680.00	40,080.00
19-b	Owner Directed Installation of 1" Air Vacuum and Release Valve per C.O.V. Std. W-24 & W-27	3 EA	6,550.00	19,650.00
20-a	Furnish and Install 4" Blow-off per C.O.V. Std. W-16 and W-27	6 EA	9,500.00	57,000.00
20-b	Owner Directed Installation of 4" Blow-off per C.O.V. Std. W-16 and W-27	3 EA	9,950.00	29,850.00
21	Furnish and Install 8" Hot Tap with Tapping Gate Valve on existing waterline as Denoted on Plans per C.O.V. Std. W-18 and W-21	8 EA	7,340.00	58,720.00
22	Furnish and Install 6" Hot Tap with Tapping Gate Valve on existing waterline as Denoted on Plans per C.O.V. Std. W-18 and W-21	8 EA	5,820.00	46,560.00
23	Furnish and Install 1" Service Line and connect to existing Water Meter per C.O.V. Std. W-01	76 EA	1,926.00	146,376.00
24	Furnish and Install 8" x 8" x 8" DI Tee	2 EA	847.00	1,694.00
25	Furnish and Install 8" 90° Bend With Restrained Joints in each Direction as Denoted on Plans and Min. Restrained Length on Title Sheet	11 EA	579.00	6,369.00
26	Furnish and Install 8" 45° Bend With Restrained Joints in each Direction as Denoted on Plans and Min. Restrained Length on Title Sheet	20 EA	466.00	9,320.00
27	Furnish and Install 8" 22.50° Bend With Restrained Joints in each Direction as Denoted on Plans and Min. Restrained Length on Title Sheet	4 EA	481.00	1,924.00
28	Furnish and Install 8" Isolation Gate Valve per C.O.V. Std. W-18, Restrain All Joints within 100-feet on each side of the valve as denoted on the plans.	12 EA	2,517.00	30,204.00
29	Furnish and Install 8" Restrained Type Flex Coupler	1 EA	1,048.00	1,048.00
30	Furnish and Install 6" Restrained Type Flex Coupler	3 EA	793.00	2,379.00

EXHIBIT B

31-a	Furnish and Install Dip and Bridging Section Complete per Detail in Appendix A of the project specifications.	3 EA	6,590.00	19,770.00
31-b	Furnish and Install Owner Directed Dip and Bridging Section Complete per Detail in Appendix A of the project specifications.	3 EA	6,590.00	19,770.00
32	Furnish and Install 8"x6" DI Reducer	13 EA	448.00	5,824.00
33	Furnish and Install 8" Blind Flange or End Cap	3 EA	368.00	1,104.00
34	Furnish and Install 6" Blind Flange or End Cap	3 EA	303.00	909.00
35	Furnish and Install 8" DI Cross	1 EA	1,660.00	1,660.00
36	Furnish and Install 18" Diameter Steel Sleeve (0.25" Thick) per C.O.V. Std. W-38	150 LF	655.00	98,250.00
37	Furnish and Install Insertion Valve Assembly as Denoted on the Plans	4 EA	14,500.00	58,000.00
38	Remove Pine Trees and Other Brushes within Pipeline Alignment as denoted on sheet 8 of the Plans	3 EA	7,030.00	21,090.00
39	Remove and Replace 3' High and 5' High Chain Link Fence in kind as necessary for pipe installation as denoted on Sheet 8 of the Plans	10 LF	654.00	6,540.00
40	Abandon Existing Valve or Fitting with a Restrained Type Plug or Blind Flange including potholing to verify size and type of existing valve or fitting and the removal of valve lid, valve can, valve tube.	13 EA	2,263.00	29,419.00
41	Remove Valve Lid, Valve Can and Valve Tube Only and Abandon Existing Valve in Place.	9 EA	400.00	3,600.00
42	Furnish and Install connection detail 3A, 3B, 4A, 4B, 4C, 4D, 5A, 5B, 5C, 6A, 6B, 7A, 8A and 9A including fittings, flanges, couplings, cut-to-fit pieces, thrust protection, preparing the existing pipe and completing the connection.	14 EA	6,370.00	89,180.00
43	Authorized Work		\$150,000.00	\$150,000.00
Schedule A Subtotal			2,340,703.00	

Schedule B - Area 2 Pipeline Replacement				
44	Mobilization/Demobilization/bonds/insurance/Permits	1 LS	94,900.00	94,900.00
45	Temporary Traffic Control Plan Preparation & implementation	1 LS	48,600.00	48,600.00
46	Storm Water Pollution Prevention Plans and Best Management Practices	1 LS	7,610.00	7,610.00
47	Signing and Striping	1 LS	9,940.00	9,940.00
48	Record Drawings (As-Builts)	1 LS	1,050.00	1,050.00
49	Compliance with BNSF & Caltrans Permits	1 LS	26,640.00	26,640.00
50	Pothole existing utilities (mainline – shown on the plans) prior to construction	1 LS	39,300.00	39,300.00

EXHIBIT B

51	Protection of existing survey monuments or removal and replacement of existing survey monuments	1 LS	12,600.00	12,600.00
52	Remove and replace existing cross gutters, curb/gutter, driveways, sidewalks, mailboxes in kind	1 LS	30,800.00	30,800.00
53	Pothole unknown existing utilities (mainline – not shown on the plans) prior to construction	40 EA	295.00	11,800.00
54	Owner directed sewer lateral repair per Project Specification Section 9-3.1.10	10 EA	2,383.00	23,830.00
55	Furnish and Install Guard Post per C.O.V. Std. W-42	20 EA	748.00	14,960.00
56	Utility Under Crossings Not Identified on the Plans (no fittings required)	25 EA	1,014.00	25,350.00
57	Replace Traffic Loops	4 EA	4,880.00	19,520.00
58	Cut & Cap and Abandon Existing Waterline (size as shown on drawings) per C.O.V. Std. W-41	14 EA	1,775.00	24,850.00
59	Furnish and Install 8" PVC C-900 or C-909 CL 305 or 8" DIP CI 350 pipe including bedding and compaction per C.O.V. Std. S-10 and W-36	5,480 LF	178.00	975,440.00
60	Furnish and Install 12" PVC C-900 or C-909 CL 305 or 12" DIP CI 350 pipe including bedding and compaction per C.O.V. Std. S-10 and W-36	172 LF	136.00	23,392.00
61	Owner directed installation of 8-inch diameter pipeline at flowline depth between 1.1 feet and 2.0 feet deeper than shown at bid time.	1,000 LF	18.37	18,370.00
62	Owner directed installation of 8-inch diameter pipeline at flowline depth between 2.1 feet and 3.0 feet deeper than shown at bid time.	1,000 LF	27.45	27,450.00
63	Furnish and Install Fire Hydrant Assembly per C.O.V. Std. W-11, W-18 and these plans & specifications	14 EA	12,800.00	179,200.00
64	Remove and dispose of Existing Appurtenances/ Fire Hydrant Assemblies including valve lids and slip cans as noted on the plans	5 EA	2,534.00	12,670.00
65-a	Furnish and Install 1" Air Vacuum and Release Valve per C.O.V. Std. W-24 & W-27	3 EA	7,260.00	21,780.00
65-b	Owner Directed Installation of 1" Air Vacuum and Release Valve per C.O.V. Std. W-24 & W-27	3 EA	7,260.00	21,780.00
66-a	Furnish and Install 4" Blow-off per C.O.V. Std. W-16 and W-27	5 EA	9,970.00	49,850.00
66-b	Owner Directed Installation of 4" Blow-off per C.O.V. Std. W-16 and W-27	3 EA	10,400.00	31,200.00
67	Furnish and Install 6" Hot Tap with Tapping Gate Valve on Existing Waterline as Denoted on Plans per C.O.V. Std. W-18 and W-21	2 EA	8,540.00	17,080.00
68	Furnish and Install 8" Hot Tap with Tapping Gate Valve on Existing Waterline per C.O.V. Std. W-18 and W-21	6 EA	9,940.00	59,640.00

EXHIBIT B

69	Furnish and Install 12" Hot Tap with Tapping Gate Valve on Existing Waterline as Denoted on Plans per C.O.V. Std. W-18 and W-21	1 EA	14,030.00	14,030.00
70	Furnish and Install 1" Service Line and connect to existing Water Meter per C.O.V. Std. W-01	50 EA	2,197.00	109,850.00
71	Transfer Water Service from Existing 4" Waterline to Existing 12" Waterline in First Street with New Service Line as Denoted on sheet 6 of the Area 2 Plans. Furnish and Install 1" Service Line and Connect to Existing Water Meter per C.O.V. Std. W-01. Pavement Repair Cost (Construction Note #20 of the Area 2 Plans) shall be included herein.	7 EA	2,644.00	18,508.00
72	Furnish and Install 8" DI Tee With Restrained Joints in each Direction as Denoted on Plans and Min. Restrained Length on Title Sheet	5 EA	765.00	3,825.00
73	Furnish and Install 8" x 6" DI Tee With Restrained Joints in each Direction as Denoted on Plans and Min. Restrained Length on Title Sheet	2 EA	683.00	1,366.00
74	Furnish and Install 8" 90° Bend With Restrained Joints in each Direction as Denoted on Plans and Min. Restrained Length on Title Sheet	6 EA	489.00	2,934.00
75	Furnish and Install 6" 90° Bend With Restrained Joints in each Direction as Denoted on Plans and Min. Restrained Length on Title Sheet	2 EA	375.00	750.00
76	Furnish and Install 8" 45° Bend With Restrained Joints in each Direction as Denoted on Plans and Min. Restrained Length on Title Sheet	2 EA	465.00	930.00
77	Furnish and Install 8" 22.50° Bend With Restrained Joints in each Direction as Denoted on Plans and Min. Restrained Length on Title Sheet	2 EA	461.00	922.00
78	Furnish and Install 8" 11.25° Bend With Restrained Joints in each Direction as Denoted on Plans and Min. Restrained Length on Title Sheet	2 EA	447.00	894.00
79	Furnish and Install 12"x8" DI Reducer With Restrained Joints in each Direction as Denoted on Plans and Min. Restrained Length on Title Sheet	2 EA	771.00	1,542.00
80	Furnish and Install 8"x6" DI Reducer With Restrained Joints in each Direction as Denoted on Plans and Min. Restrained Length on Title Sheet	2 EA	405.00	810.00
81	Furnish and Install 8"x4" DI Reducer With Restrained Joints in each Direction as Denoted on Plans and Min. Restrained Length on Title Sheet	1 EA	436.00	436.00
82	Furnish and Install 8" Blind Flange or End Cap	7 EA	193.00	1,351.00
83	Furnish and Install 6" Isolation Gate Valve per C.O.V. Std. W-18, Restrain All Joints within 100-feet on each side of the valve as denoted on the plans.	2 EA	1,960.00	3,920.00

EXHIBIT B

84	Furnish and Install 8" Isolation Gate Valve per C.O.V. Std. W-18, Restrain All Joints within 100-feet on each side of the valve as denoted on the plans.	17 EA	2,420.00	41,140.00
85	Furnish and Install 12" Isolation Butterfly Valve per C.O.V. Std. W-18, Restrain All Joints within 100-feet on each side of the valve as denoted on the plans.	1 EA	4,570.00	4,570.00
86	Furnish and Install 6" Restrained Type Flex Coupler including 6" DIP Class 350 Waterline Spool per Connection 10B	1 EA	851.00	851.00
87	Furnish and Install 4" Restrained Type Flex Coupler including 4" DIP Class 350 Waterline Spool per Connection 9B	1 EA	666.00	666.00
88-a	Furnish and Install Dip and Bridging Section Complete per Detail in Appendix A of the project specifications.	2 EA	8,810.00	17,620.00
88-b	Furnish and Install <u>Owner Directed</u> Dip and Bridging Section Complete per Detail in Appendix A of the project specifications.	3 EA	8,810.00	26,430.00
89	Furnish and Install 24" Diameter Steel Jack Casing/Sleeve (0.375" Thick) per C.O.V. Std. W-38. The cost of Jack and Bore shall be included herein.	119 LF	1,890.00	224,910.00
90	Remove and Replace 10' High Chain Link Fence in kind as necessary for pipe installation as denoted on Sheet 7 of the Plans	10 LF	654.00	6,540.00
91	Abandon Existing Valve or Fitting with a Restrained Type Plug or Blind Flange including potholing to verify size and type of existing valve or fitting and the removal of valve lid, valve can, valve tube.	13 EA	2,066.00	26,858.00
92	Remove Valve Lid, Valve Can and Valve Tube Only and Abandon Existing Valve in Place.	8 EA	205.00	1,640.00
93	Furnish and install connection detail 3A, 4A, 5A, 7A, 7B, 9A, 9B, 10A, 10B, 11A, 12A, 13A and 13B including fittings, flanges, couplings, cut-to-fit pieces, thrust protection, preparing the existing pipe and completing the connection.	13 EA	7,530.00	97,890.00
94	Authorized Work		\$150,000.00	\$150,000.00
Schedule B Subtotal			2,590,785.00	

Schedule C - Area 1 & 2 Pipeline Replacement Misc. Repairs & Improvements				
95	<u>Existing Paved Alleys</u> – Per Addendum #2: Furnish & Pave minimum 16-feet wide alley easement (full width) with 3" thick asphalt concrete section, length, location and placement per <i>alley pavement repair plans</i> and specifications and/or as directed by the City Inspector.	34,320 SF	3.66	123,552.00
96	<u>Existing Unpaved Alleys</u> - Per Addendum #2: Grade; Furnish & Pave minimum 16-feet wide alley easement	14,160 SF	6.35	89,916.00

EXHIBIT B

	(full width) with 3" thick asphalt concrete section; length, location and placement per alley pavement repair plans and specifications and/or as directed by the City Inspector.			
97	Dewatering (per Addendum #2)	1 LS	43,800.00	43,800.00
98	Clearing and Grubbing (per Addendum #2)	1 LS	32,300.00	32,300.00
99	Owner directed: Remove and properly dispose any abandoned pipes in conflict with proposed pipeline/trench (per Addendum #2)	500 LF	24.50	12,250.00
100	Owner directed: Repair leaking water service (per Addendum #2)	5 EA	3,130.00	15,650.00
101	Owner directed: Repair leaking water main (per Addendum #2)	2 EA	7,720.00	15,440.00
102	Owner directed: Install 45 and/or 90-degree bends to change alignment direction (per Addendum #2)	15 EA	1,834.00	27,510.00
Schedule C Subtotal			360,418.00	

The base bid shall be the total of Schedules A, B and C added together.

SCHEDULE A SUBTOTAL: \$ 2,340,703.00

SCHEDULE B SUBTOTAL: \$ 2,590,785.00

SCHEDULE C SUBTOTAL: \$ 360,418.00

TOTAL: \$ 5,291,906.00

***** CITY CLERK WILL READ THIS TOTAL BASE BID *****

TOTAL FOR BASE BID, SCHEDULES A+B+C (NUMBERS):

\$ 5,291,906.00

TOTAL FOR BASE BID, SCHEDULES A+B+C (WORDS):

Five Million Two Hundred Ninety-one Thousand Nine Hundred Six Dollars and Zero Cents.

Contractor: DDH Apple Valley Construction, Inc.

Address: 9312 Deep Creek Rd. Apple Valley, CA 92308

Phone: (760) 247-4810

Fax: (760) 247-8684

Email

Address: Samantha.avcc@gmail.com

By: Douglas Gregory Hamilton, President

EXHIBIT B

Signature

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by several sharp, diagonal strokes.

06/23/2022

Date: