

**VICTORVILLE WATER DISTRICT**  
**REQUEST FOR PROPOSALS (RFP)**



**WATER WELL MAINTENANCE AND REPAIR**  
**ANNUAL SERVICE AGREEMENT**

**PROJECT# CC23-007**

**SUBMITTAL DUE DATE & TIME:**

**JUNE 16, 2022**

**2:00 P.M.**

**VICTORVILLE WATER DISTRICT  
RFP# CC23-007  
WATER WELL MAINTENANCE AND REPAIR**

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**VICTORVILLE WATER DISTRICT  
RFP# CC23-007  
WATER WELL MAINTENANCE AND REPAIR**

**SECTION I - NOTICE INVITING PROPOSALS**

- A. **INTRODUCTION**: The Victorville Water District (hereinafter referred to as District) is requesting sealed proposals from qualified Proposer to perform Water Well Maintenance and Repair per scope of work attached herein.
- B. **SUBMITTAL LOCATION, CLOSING DATE, AND TIME**: Proposals will not be received after the "closing" date and time indicated and will be returned unopened. Faxed or emailed proposals will not be accepted.

**Submittal Closing: JUNE 16, 2022 2:00 p.m. PST**

**Location:** City of Victorville  
Finance Department  
14343 Civic Drive, 2<sup>nd</sup> Floor, Victorville, California 92392

**Mailing Address:** 14343 Civic Drive, Victorville, CA 92392-5001

- C. Please reference "Request for Proposal CC23-007" when contacting the District regarding this solicitation. Inquiring regarding this solicitation should be directed to Celeste Calderon, 760-955-5082, email address [cmcalderon@victorvilleca.gov](mailto:cmcalderon@victorvilleca.gov). The City of Victorville web page, <http://victorvilleca.gov>, under the heading "Bids", will contain a reference to this document which is posted on [www.ebidboard.com](http://www.ebidboard.com).

Dated:

\_\_\_\_\_  
Signed, Jennifer Thompson, District Clerk

**VICTORVILLE WATER DISTRICT  
RFP# CC23-007  
WATER WELL MAINTENANCE AND REPAIR**

**SECTION II**

**TERMS AND CONDITIONS**

**1. AWARD OF CONTRACT**

The District reserves the right to accept or reject any and all proposals and to award a contract to other than the low bid but the Proposer who best meets its requirements and criteria. Relevant factors which shall be considered in evaluating the bids are: completeness and accuracy of proposal, past experiences with the District with the Proposer or references from other cities, developers, or municipalities regarding past work done by the Bidder, ability to complete the job in the specified time with the specified quality of workmanship.

The award of the contract, if awarded, will be made within forty-five (45) days after opening of the Bid. The Proposer's signature on the Cost Proposal form shall constitute a commitment on the part of the proposer to perform the work in a workmanship manner as set forth in the Proposal Form, the Terms and Conditions, and the Request for Proposal. The Proposer to whom the contract is awarded shall be notified upon approval of the contract by the Purchasing Section of the Finance Department. The Bid Form, the Terms and Conditions, the Request for Proposal, and the Scope of Services, together with any plans and/or attachments, shall all be considered as part of the contract between the District and the Proposer to whom a Purchase Order is issued.

**2. CONTRACT EXECUTION**

The successful Proposer shall execute a Contract with The District for the services to be provided. A sample contract is provided as attached at the end of this RFP.

**3. SAFETY, SANITARY, AND MEDICAL REQUIREMENTS**

The Proposer, Proposer's employees, shall promptly and fully carry out the existing safety, sanitary, and medical requirements as prescribed by the Division of Industrial Safety and by County or State Health Departments to the end that proper work shall be done, and the safety and health of the employees and of the community may be conserved and safeguarded. In case such regulations and orders are not observed by the Proposer, they may be enforced by the PW/Water Director at the Proposer's expense.

**4. INSURANCE**

**COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE**

a. Proposer shall procure and maintain at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods), commercial general liability insurance, of not less than Two Million Dollars (\$2,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Proposer or its officers, employees, servants, volunteers, and agents and independent Proposers.

b. Proposer shall further procure and maintain, at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods) commercial vehicle liability insurance covering personal injury and property damage, of not less than Two Million Dollars (\$2,000,000) combined single limit, covering any vehicle utilized by Proposer or its officers, employees, servants, volunteers, agents and independent Proposers in performing the services required by this Agreement.

#### **WORKERS' COMPENSATION INSURANCE**

a. Proposer shall procure and maintain at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods), workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law.

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

#### **ADDITIONAL INSURED**

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, all insurance policies, except for the Workers' Compensation policy, shall be endorsed to name the District and its officers, employees, servants, volunteers, agents and independent Proposers, including, without limitation, the District Attorney, as Additional Insureds.

#### **WAIVER OF SUBROGATION RIGHTS**

Proposer shall require the carriers of all required insurance policies to waive all rights of subrogation against the District and its officers, employees, servants, volunteers, agents, and independent Proposers and subProposers. Each policy of insurance shall be endorsed to reflect such waiver.

#### **PROOF OF INSURANCE COVERAGE; REQUIRED ENDORSEMENTS**

a. Proposer shall secure from a good and responsible company or companies authorized to transact insurance business in the State of California, the policies of insurance required by this Agreement and furnish to the District Clerk certificates of insurance evidencing the required coverage, and policy endorsements at least one (1) business day prior to the commencement of any services to be performed under this Agreement.

b. The policies and certificates of insurance shall be endorsed to provide that in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the District shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of cancellation for non-payment, ten (10) days advance written notice shall be given.

c. Each policy and certificate of insurance shall be endorsed to provide that the policy shall not be terminated or expire without first providing thirty (30) days written notice to the District of such termination or expiration.

d. Each policy and certificate of insurance shall be endorsed to provide that the policy will be maintained throughout the Initial Term, and (if applicable during any Option Periods) of this Agreement.

e. The commercial general liability and vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this Agreement, Service Provider's coverage shall be primary with respect to the District. Any insurance maintained by the District shall be in excess of Service Provider's insurance and shall not contribute with it."

f. The handling or use of hazardous materials, during the Term of this Agreement, pollution liability insurance of not less than One Million Dollars (\$1,000,000) is required.

Proposer shall review the sample agreement, attached hereto, for additional required insurance criteria.

5. **WITHDRAWAL OF PROPOSAL BEFORE CLOSING**

Any Proposer may request the withdrawal of their submitted proposal, by written request, at any time **prior** to the scheduled closing date and time. Upon receiving the written request to withdraw any proposal, the District will consider the Proposer's proposal null and void and return the proposal to the Proposer unopened. Withdrawal of Proposer's proposal will not prejudice Bidder's re-submittal for this or any future proposal(s).

6. **TERM OF CONTRACT:** The term of this contract shall be from the date of award by the District Council, until the end of **2022-2023** fiscal year (June 30, 2023); with the option to extend the contract up to four (4) fiscal years (July 1 through June 30), subject to satisfactory performance as determined by the Public Works/Water Director or his designee.

7. **AFFIRMATIVE ACTION:** The District hereby notifies all bidders that it will affirmatively ensure that, in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration of award.

8. **EXECUTION OF CONTRACT:**

The Contract shall be signed by the successful Proposer and returned, together with contract bonds (if applicable), proof of insurance coverage's and a copy of District Business License within 10 days, not including Friday, Saturday, Sunday, and legal holidays, after the Proposer has received the Contract for execution.

9. **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.

10. **MISTAKES IN PROPOSAL**

Any Proposer may withdraw their proposal after the proposal opening, subject to the time restrictions indicated below, **only** if the Proposer can establish to the District satisfaction, that a mistake was made in preparing the proposal.

1. A Proposer declaring a mistake must provide a written notice to the District within five (5) calendar days following the scheduled closing date, specifying in detail how the mistake occurred, and how the mistake made the proposal materially different than it was intended.
2. Withdrawal of the proposal will **only** be permitted for mistakes made in the completion of the proposal. A Proposer who claims a mistake shall be **prohibited** from submitting further proposals on the Project on which the mistake was claimed. (*Public Contract Code 5105*).

11. **PROPOSAL LABELING**

The proposal shall be submitted in a sealed envelope with all original pages intact. Proposal envelopes must be plainly marked and submitted as follows:

**“CC23-007 SEALED PROPOSAL FOR: WATER WELL MAINTENANCE AND REPAIR”** and **Section V Forms - Cost Proposal Pages 38-43** shall be on a separate envelope clearly marked **“COST PROPOSAL FOR WATER WELL MAINTENANCE AND REPAIR”**

12. **WRITTEN QUESTIONS AND ANSWERS**

Any prospective Proposer desiring an explanation or interpretation of the solicitations, scope of work, etc., must request it in writing to the Purchasing Section **by no later than JUNE 1, 2022 @ 12:00 p.m. PST**, in order to allow a reply to reach all prospective Bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective Proposer concerning a solicitation will be furnished promptly to all prospective Bidders as an amendment to the solicitation if that information is necessary to submit bids or if the lack of it would be prejudicial to other prospective Bidders.

In order for all competing Proposer to receive the same information, no response shall be given to verbal questions submitted by telephone or in person. Personal and/or telephonic contact with the District staff in regard to this RFP is prohibited. The District may reject the proposal of such Bidder.

In order for all competing Proposer to receive the same information, no response shall be given to verbal questions submitted by telephone or in person. Personal and/or telephonic contact with the District staff in regard to this RFP is prohibited. The District may reject the proposal of such Proposer.

Answers to all relevant questions will be addressed in addenda if deemed necessary.

13. **BID ACCEPTANCE**

The District reserves the right to accept or reject any and all bids and waive any irregularities or informalities in any proposals or in the proposal process. The District further reserves the right to award the contract to other than the lowest Proposer if such action is deemed to be in the best interest of the District.



14. **INTERPRETATION OF DOCUMENTS**

During the proposal solicitation period, should a Proposer find discrepancies or omissions in any part of the RFP, or should the Proposer be in doubt as to their interpretation, the Proposer shall immediately notify the contact indicated in "Written Questions and Answers". Should it be found necessary, an addendum will be sent to all Bidder. Any addenda issued prior to the scheduled proposal closing date and time, shall form a part of this solicitation, and shall become a part of the submitted proposal.

15. **PUBLIC RECORD**

Be advised that **all** information contained in submitted proposals shall become a matter of public record and subject to public disclosure pursuant to a valid request made under the California Public Records Act, *Gov. Code §§ 6250 et seq.* (the "**CPRA**"), upon award of a contract. The District will not disclose any part of any proposal before it announces a recommendation for selection on the grounds that there is a substantial public interest in not disclosing proposals during the evaluation process. After the announcement of a recommended award, all proposals will be subject to public disclosure. Should Proposer believe that submitted information is exempt from disclosure under the CPRA, Proposer must identify all such material by conspicuously marking the same "**confidential**" or "**proprietary**". In addition, Proposer shall identify the specific exemption of the CPRA justifying nondisclosure of the information. In the event Proposer requests notification from the District of receipt of a CPRA request seeking such information, the District will provide notification of such a request to Proposer as soon as is reasonably practicable. The District will produce or exempt material in accordance with the CPRA in its sole and absolute discretion. In the event Proposer believes such information should be withheld or exempted, Proposer may bring appropriate legal action, including, without limitation, a reverse Public Records Act suit, to protect its alleged interests.

16. **ACCEPTANCE AND PAYMENT**

Bidder's invoice(s) shall include reference to the Purchase Order number issued for the services, and be accompanied by detailed supporting documentation, copies of certified payrolls, to include information on services rendered. The District shall pay the Bidder's properly executed invoice, subject to approval by the PW/Water Director or his designee, within thirty (30) days following receipt of the invoice. Total payment for all work shall not exceed the sum of the estimated cost of all completed phases plus the partial payments for partially completed phases. Payment will be withheld for any services which do not meet or exceed District's requirements or have proven unacceptable until such services are replaced, resubmitted, and accepted by the District.

17. **FEDERAL, STATE AND LOCAL LAWS**

The Proposer and all sub shall comply with all applicable federal, state, local laws, rules, and regulations.

18. **DRUG-FREE WORKPLACE REQUIREMENTS**

The Proposer shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 et seq.).

19. **AMERICANS WITH DISABILITIES**

The Proposer shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

20. **CONFLICT OF INTEREST**

No member, officer, or employee of the District or of a local public body during his tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Furthermore, the parties hereto covenant and agree that to their knowledge no board member, officer or employee of the District has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the District, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title I of the Government Code of the State of California.

21. **DISPUTES**

Except for such claims as defined in and covered by California Public Contract Code section 9204 any controversy or claim arising out of or relating to the provisions of any Construction Contract awarded for this project, or the breach thereof shall be settled by arbitration, in accordance with the Rules of the American Arbitration Association, unless the parties agree, in writing, to some other form of alternative dispute resolution.

22. **TERMINATION FOR CONVENIENCE:**

District may, by written notice, terminate this contract in whole or in part, when deemed in District's interest. Upon termination of this contract, District shall only be liable for payment under the payment provisions of this contract for services rendered or supplies furnished prior to the effective date of termination.

23. **TERMINATION FOR DEFAULT:**

District, may, by written notice of default to the Proposer, terminate this contract in whole or in part if the Proposer fails to:

1. Deliver the supplies or to perform the services within the time specified in this contract or any extension; or
2. Make progress, so as to endanger performance of this contract; or
3. Perform any of the other provisions of this contract.

24. **ENTIRE AGREEMENT**

This contract, including any attachments hereto, constitutes the sole and only agreement between the parties. It correctly sets forth the obligations of the parties to each other in respect to any such matters as of this date. Any agreements, discussions, statements, or representations of any kind between the parties respecting any such matters, not expressly set forth, in this agreement are null and void.

25. **INDEMNIFICATION**

Notwithstanding the limits of any insurance, Proposer shall indemnify 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 Proposer, its agents, employees, subProposers, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Proposer hereunder, or arising or alleged to arise from Proposer'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. Proposer 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. Proposer 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 Proposer's (or its agents', employees', sub Proposers' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Proposer agrees to save and hold District, its officials, volunteers, officers, agents, and employees harmless therefrom;
- 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 Proposer 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 Proposer hereunder, Proposer shall pay to 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 the District.
- d. Proposer'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 Proposer's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Proposer shall require the same indemnification from all sub Proposers.

26. **GUARANTY AND BONDS:**

A material and workmanship guaranty for a period of twelve (12) months from the date of acceptance of the work will be required. A guaranty form for this purpose is included in the Proposal.

For projects over \$25,000.00 (including labor and materials), the Proposer, simultaneously with execution of the Contract, shall furnish a surety bond in an amount equal to one hundred percent (100%), of the contract price as security for the faithful performance of the Contract, and a separate surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. Bonds must be issued by an admitted surety insurer in the State of California, as set forth in the Public Contract Code, Section 20170.

Full compensation for furnishing the guaranty and bonds will be considered as included in the contract price or prices paid for the items or work involved and no additional compensation will be allowed therefor.

27. **CALIFORNIA PROPOSERS LICENSE AND DISTRICT BUSINESS LICENSE:**

The successful Proposer and/or specified sub Proposer(s) must possess a valid must have a valid **California Proposer's License A**, as well as a valid City of Victorville Business License at the time of the award of this contract, to complete the work as described. The Proposer and/or sub Proposer shall obtain all required permits and licenses prior to commencing work and shall submit the work in progress to periodic inspection by the appropriate Inspector of the

District and shall honor all correction notices issued by same. All contacts, regarding inspections, shall be made to the appropriate department within the District.

28. **SENATE BILL 854 REQUIREMENTS:**

Senate Bill 854 established a new public works Proposer registration program which collects fees to fund compliance monitoring and enforcement. All Proposers and sub Proposers intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. No Proposer or sub Proposer may be listed on a bid proposal for a public works project unless registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a). This project is subject to compliance monitoring and enforcement by the DIR.

Starting **July 1, 2017**, the new annual registration fees for public works Proposers have increased to \$400.00. Additionally, Proposers on small projects are exempt from public works registration and electronic certified payroll reporting requirements.

29. **PREVAILING WAGES:** In accordance with the provisions of California Labor Code Sections 1720, 1770-1776, 1810, 1813, and 1815, as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Labor Code Section 1773 for the locality in which the Work is to be performed. It shall be mandatory upon the Proposer to whom the Work is awarded and upon any sub Proposer under the Proposer to pay not less than said specified rates to all workers employed by them in the execution of the Work, and shall post a copy of said wage rates at the project site.

The Proposer and all sub Proposers shall comply with **ALL** Federal and State laws, regulations, and guidelines required in the performance of the contract. Copies of the updated Wage Determination rates are available to any interested party, by visiting [www.dir.ca.gov](http://www.dir.ca.gov) for State of California. Additionally, copies of the State prevailing rate of per diem wages rates are on file

at the District Finance Department and shall be made available for review to any interested party on request.

**Proposer shall be solely responsible for using the correct wage determination and performing accordingly. An error on the part of any awarding body does not relieve the Proposer 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 (1720, 1770-1776, 1810, 1813, and 1815, as amended), California Code of Regulations, Title 8, Section 16000 et seq.; and all other applicable State labor laws. Proposer further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Proposer will require the same of all its sub Proposers.**

30. **APPRENTICES ON PUBLIC WORKS:**

The Proposer shall comply with all applicable provisions of Section 1777.6 of the California Labor Code relating to employment of apprentices on public works projects. Prior to commencing work on a contract for public works, Proposer shall submit Contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public works. Proposer and Sub Proposer shall provide and keep accurate payroll records and shall be available for inspection by the Labor Standards Enforcement (full texts of these codes are available at [www.leginfo.ca.gov/calaw.html](http://www.leginfo.ca.gov/calaw.html)).

All public works contracts valued at \$30,000 or more carry an obligation to hire apprentices, unless the craft or trade does not require the use of apprentices, as indicated in the corresponding prevailing wage determination. This duty applies to all Proposers and sub Proposers on a project, even if their part of the project is less than \$30,000.

31. **ELECTRONIC CERTIFIED PAYROLL REPORTING (eCPR):**

Proposers and sub Proposers on all public works projects awarded on or after April 1, 2015, must use this system to furnish certified payroll records (CPRs) to the Labor Commissioner. For more information please go to [www.dir.gov](http://www.dir.gov) under Labor Law Public Works.

32. **TRESPASS:**

The Proposer shall be responsible for all damage or injury which may be caused on any property by trespass of the Bidder's employees in the course of their employment whether the said trespass was committed with or without the consent or knowledge of the Proposer.

33. **EVALUATION OF BID PROPOSALS**

District reserves the right to accept or reject all bids and to award a contract to the Proposer or proposers who best meets its requirements. Relevant factors which shall be considered in evaluating the bids are: completeness and accuracy of bid; meets or exceeds the criteria; response time to emergencies; length and nature of warranties; anticipated length of life of materials; past experiences of the District with the proposer; references from other cities, developers, or municipalities regarding past work done by the bidder; ability to complete the job in the specified time with the specified quality of workmanship; as well as the lowest and best price.

34. **UNFAIR BUSINESS PRACTICE CLAIMS**

In entering into the District contract or a subcontract to supply goods, services or materials pursuant to the District contract, the Proposer or sub Proposer offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to District contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the Proposer without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

35. **CONFIDENTIALITY**

Before the award of the contract, all proposals will be designated confidential to the extent by permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all proposals), all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the proposals confidential will be regarded as non-effective and will be disregarded.

36. **RECYCLING, SALVAGE, AND LANDFILL DIVERSION:**

The District encourages innovative approaches to recycling, reuse, or salvage. The District is mandated by the State of California to implement programs to reduce the amount of waste sent to landfill by 50% by the year 2000 and beyond. In addition, the Victorville Municipal Code (Title 6—Health and Sanitation, Chapters 6.36 and 6.37 require the separation of designated materials for recycling. Proposers performing work for the District will be required to comply with all waste recycling and diversion laws.

**Construction and Demolition Material Recycling:** The 2019 California Green Building Standards Code (CalGreen) Sections 4.408 and 5.408 and the District Development Code (Title 16, Chapter 5, Article 11) and subsequent updates require all building permit applicants to develop and submit a Construction Waste Management Plan.” Current CalGreen standards currently require that 65% of non-hazardous construction waste be diverted from landfill. In addition, construction projects that include land clearing activities are required to divert 100% of trees, stumps, rocks, and associated vegetation and soils resulting primarily from land clearing.

In order to comply with this State mandate, the District requires all Proposers that are bidding on construction and/or demolition projects which require permits to fill out the attached “Construction/Demolition Waste Recycling Plan” (C/DWRP, pages 58-59). The plan outlines how the Proposer will divert 65% of waste material from the landfill in order to achieve the State goal. At a minimum, Proposers must divert scrap metal, concrete, asphalt, green waste/vegetation materials, non-hazardous wood waste, and soil.

The successful Proposer will also be required to complete and submit the attached “Summary Waste Disposal and Diversion Report” (SWDDR) at the end of the project. Weight slips documenting actual amounts disposed and diverted must accompany the SWDDR. The SWDDR must be completed at the conclusion of the project and must be submitted to the contract administrator before final payment will be made.

**Recycling and Organic Waste Material Diversion Requirements:** CA State Law SB 1383 and Victorville Municipal Code Title 6 (Health and Sanitation), Chapters 6.36 and 6.37

mandate the diversion of organic materials and other designated recyclable materials from landfill. Organic materials include vegetation (tree trimmings, leaves, grass clippings, weeds, brush, etc.) as well as non-hazardous wood waste. Proposers are required to comply with waste diversion/recycling mandates and must implement procedures to properly separate all waste materials and participate in District waste diversion programs.

Proposers who need information on local scrap metal recyclers, asphalt and concrete recyclers, or organic material (vegetation/wood) recyclers should contact the District Environmental Programs Division at (760) 955-8615.

37. **PROPOSER'S RESPONSIBILITIES:**

The Proposer shall be responsible for safe, efficient, and adequate methods and equipment during the progress of the work to secure the safety of the workers. It shall be the Proposer's responsibility to perform the work strictly in accordance with the Scope of Services and any revisions as may be made therein by the Public Works and Water Director, or the designee, from time to time in the form of written change orders issued.

The Proposer shall assume the defense of and indemnify and save harmless the District, its officers, and agents from all claims of any kind arising from its own negligence or that of its agents in the performance of the contract.

The Proposer shall be responsible for the custody of any material furnished for the care of all the work until its completion and final acceptance, and Proposer shall, at Proposer's own expense, replace damaged or lost material and repair damaged parts of the work, or the same may be done at Proposer's expense by the District.

During the progress of the work, the Proposer shall keep the premises, occupied by, in a neat and clean condition, and free from any unsightly accumulation of rubbish. Proposer shall remove from the vicinity of the completed work all plant, building, rubbish, unused materials, concrete forms, and equipment belonging to Proposer or used under Proposer's direction during construction, and in the event of failure to do so, the same may be removed by the District at the expense of the Proposer.

38. **WATER AND POWER:**

Unless otherwise provided in the Special Provisions, the Proposer shall provide, at Proposer's expense, all necessary water and power required for operations under the Contract. During the progress of the work, Proposer shall ensure that existing facilities, fences, and other structures are adequately protected and, upon completion of all work, all facilities that may have been damaged are restored to a condition acceptable to the District. District will assist the Proposer, at his specific request, in locating existing utilities.

39. **SEVERABILITY:**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

40. **SUBSTITUTION OF SECURITIES:** Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the Contract for the work to be performed will be permitted at the request and expense of the successful bidder.

41. **GENERAL CIVIL RIGHTS PROVISIONS:**

The Proposer agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal Assistance.

This provision binds the Proposer and sub Proposers from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

42. **TRENCHES OR EXCAVATIONS:**

Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

a. Proposer shall promptly, and before the following conditions are disturbed, notify District, in writing, of any: (1) material that Proposer believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class 1, Class 11, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

b. District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Proposer's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.8 of this Agreement.

That, in the event that a dispute arises between District and Proposer whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Proposer's cost of, or time required for, performance of any part of the work, Proposer shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Proposer shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

43. **DELAYS AND EXTENSIONS OF TIME:**

When delays are caused by unforeseen events beyond the control of the Proposer, such delays will entitle the Proposer to an extension of time as provided herein, but the Proposer will not be entitled to damages or additional payment due to such delays, except as provided in this section. Such unforeseen events may include war, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of work, other similar



action of the elements, inability to obtain materials, equipment, or labor, required extra work, or other specific events as may be further described.

No extension of time will be granted for a delay caused by the Proposer's inability to obtain materials unless the Proposer furnished documentary proof to the Director of Public Works and Water of the inability to obtain such materials in a timely manner in accordance with the sequence of the Proposer's operations and the approved construction schedule.

When delays, beyond the Proposer's control, are caused by events other than those mentioned above, but substantially equal in gravity to those enumerated, and an extension of time is deemed by the Director of Public Works and Water to be in the best interest of the District, an extension of time may be granted, but the Proposer will not be entitled to damages or additional payment due to such delays, except as provided in this section.

When delays, beyond the Proposer's control, are caused solely by action or inaction by the District, such delays will entitle the Proposer to an extension of time as provided in this section.

Extensions of time, when granted, will be based upon the effect of delays to the work and will not be granted for non-controlling delays to minor portions of the work unless it can be shown that such delays did or will delay the progress of the work.

The Proposer will be compensated for damages incurred due to delays for which the District is responsible if such delays are unreasonable in the circumstances involved and were not within the contemplation of the parties when the Contract was awarded to the Proposer. Such actual costs will be determined by the Director of Public Works and Water. The District will not be liable for, and in making this determination, Director of Public Works and Water will exclude all damages which the Director of Public Works and Water determines the Proposer could have avoided by any reasonable means including, without limitation, the judicious handling of forces, equipment, or site.

If the Proposer desires payment for a delay, or damages, or an extension of time, as specified in this section, the Proposer shall, within two (2) days after the beginning of the delay/damages, file with the District a written request and report as to the cause and extent of the delay and an itemized request for payment, if applicable. Failure, by the Proposer to file these items within the times specified, will be considered grounds for refusal by the District to consider such request.

44. **HIRING OF UNDOCUMENTED IMMIGRANTS PROHIBITED:**

Proposer shall not hire or employ any person to perform work within the District or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

**VICTORVILLE WATER DISTRICT  
CC23-007 WATER WELL MAINTENANCE AND REPAIR  
ANNUAL SERVICE AGREEMENT**

**SECTION II – SCOPE OF WORK**

**A. SCOPE OF WORK:**

Rehabilitation of one well for the purposes of routine maintenance including the removal, inspection, repair and rehabilitation of the pump, pump column, tube, shaft, motor, water level stainless steel airline/PVC sounding line and the rehabilitation of the well casing/screen and related equipment.

Provide emergency services work at unspecified locations, and procurement of materials and equipment when inspection so recommends. The Proposer will enter into an agreement with the District, to provide maintenance and emergency services for an initial period of one (1) year, with an option for the District to renew the contract up to three consecutive terms of one (1) year, based on satisfactory performance.

**B. BID ITEM DESCRIPTIONS AND WELL DATA:**

**ITEM G-1 BONDS, INSURANCE AND MISCELLANEOUS**

Work under this item shall include, but not be limited to, the incidental work items and costs necessary for obtaining all necessary bonds and Certificates of Insurance; miscellaneous management and overhead costs; cleanup as necessary; and other miscellaneous work or costs not classifiable under the other bid item numbers.

**ITEM ES-1 - EMERGENCY SERVICES- Reconnaissance**

This is an indefinite delivery item, and the District makes no guarantee that actual work will be needed. Work under this item shall include, but not be limited to, the incidental work items and costs necessary for responding to the District's emergency callout due to failure of a well caused by:

- ▶ Loss of suction; or,
- ▶ Loss of pressure/volume; or,
- ▶ Excessive vibration

This lump sum work includes dispatch of labor to the site within twenty-four (24) hours of notification from the District. Notification will be first by telephone followed up by an authorization via E-mail.

**ITEM ES-2 - EMERGENCY SERVICES - Repair**

All work to be done in accordance with Technical Provisions of this specification.

**a. Lump Sum**

This is an indefinite delivery item, and the District makes no guarantee that actual work will be needed. Work under this item shall include, but not be limited to, the incidental work items and costs necessary for responding to the District's emergency callout due to failure of a well caused by:

- ▶ Loss of suction; or,
- ▶ Loss of pressure/volume; or,
- ▶ Excessive vibration

This lump sum work includes mobilization of labor and equipment resources to the site within twenty-four hours (24) of notification from the District. Notification will be first by telephone followed up by an E-mail authorization. Subsequent to mobilization

on site, Proposer will remove building. (If applicable), disconnect piping and electrical connections, pull pump column and pump and transport electric motor to location approved by the District, set up and perform a down-hole video with side scan capabilities, disassemble pump column and pipe, transport to shop, disassemble at each joint and inspect for wear and other conditions contributing to well failure.

Following disassembly and inspection, Proposer will prepare and submit to the District a written report of findings, recommendations and develop a detailed cost estimate of recommended repairs and/or rehabilitation using the hourly rates submitted and agreed to by the District. The District will issue a written authorization to proceed with the agreed upon repairs upon approval of the Director of Public Works/Water or Water Supply Manager.

b. Additional Hourly Repair/Rehabilitation Work

NOTICE - Before proceeding with any additional repairs or rehabilitation beyond amounts under Bid Items ES-2 and M-2 through M-4, a written change order will be required. The District will review the Proposer's written report of recommendations and cost estimates within 24 hours of receipt and the District and Proposer will then negotiate the terms and price of a contract change order. The District will issue a written authorization to proceed with the agreed upon repairs upon approval of the Director of Public Works/Water or Water Supply Manager.

ITEM M-1 - PLANNED MAINTENANCE ON WELL #140 & # 122.

All work to be done in accordance with Technical Provisions of this specification.

a. Lump Sum (General Description)

Work under this item shall include, but not be limited to, the incidental work items and costs necessary for Proposer to mobilize/demobilize, remove the well housing, motor, pump head, column, tube and shaft, pump, and cone strainer. Set up, bail, and remove oil from well, perform a down hole video inspection, water depth sampling, encrusting material sampling and continuous and spinner stop-count log. Transport column, tube, shaft, and pump to shop. Disassemble each joint of column, tube, shaft, and pump and inspect for wear and other conditions that contribute to pump performance decline.

Following the disassembly and inspection, Proposer will prepare and submit to the District a written report of findings, recommendations and develop a detailed cost estimate of recommended repairs and/or rehabilitation using the hourly rates submitted and agreed to by the District. Lump sum price includes reassembly and re-installation of pump and equipment but does not include cost of actual repairs and/or rehabilitation. Payment for this item at the price bid per lump sum (all inclusive) shall be considered as full compensation for doing all work as specified herein and no additional compensation will be allowed, therefore.

b. Additional Hourly Repair/Rehabilitation Work

NOTICE - Before proceeding with any additional repairs or rehabilitation beyond amounts under Bid Items ES-2 and M-2 through M-4, a written change order will be required. The District will review the Proposer's written report of recommendations and cost estimates within 24 hours of receipt and the District and Proposer will then negotiate the terms and

price of a contract change order.00 The District will issue a written authorization to proceed with the agreed upon repairs upon approval of the Director of Public Works/Water or Water Supply Manager.

**ITEMS M-2 through M-4**

Under these bid items, the Bidder is asked to provide the District with detailed unit prices for labor, equipment, additional services, and parts. These detailed unit prices will be the basis for negotiating time and price for repairs and rehabilitation work arising out of the down-hole inspection and written recommendations from the Proposer. These items are to be considered indefinite delivery and quantity in that the District makes no guarantee of the minimum or maximum amount of work to be performed, equipment to be used, or the parts to be purchased.

**C. LOCATION OF WORK:**

See Exhibit A Map.

**WELL #140**

Address	11546 Pinon Ave.
APN	0406-101-21
Capacity	3,315 gpm
Year Constructed	3/4/2003
Depth	830'
Casing size	20"
Casing Material	Stainless steel 316L
Screen	600-680/715-745/765-805
Pump Setting	560
Pump Size/Stages	7
Column	12
Tube	3.5
Shaft	2.19
Motor	US motor

**WELL #122**

Address	12326 1 <sup>st</sup> . Ave.
APN	3091-151-22
Capacity	1,800 gpm
Year Constructed	8/11/1989
Depth	600'
Casing size	16&5/8"
Casing material	Steel
Screen	275'-590'
Pump Setting	440 ft
Pump size/stages	
Column	12"
Tube	3"
Shaft	1 15/16"
Motor	G.E.

**VICTORVILLE WATER DISTRICT  
CC23-007 WATER WELL MAINTENANCE AND REPAIR  
ANNUAL SERVICE AGREEMENT**

**SECTION III  
TECHNICAL PROVISIONS**

A. **GENERAL:**

These Technical Provisions are the specifications to be followed by the Proposer in the performance of this Contract.

B. **MOBILIZATION, DEMOBILIZATION, AND SITE ACCESS:**

Mobilization and demobilization shall include the transportation of personnel, equipment, and operating supplies to and from the well site; establishment of portable sanitary facilities; obtaining an adequate source of fresh water from the District; and other preparatory work at the well site and mobilization for work required by the Proposer.

The Proposer shall provide a crane adequate for pump extraction and installation, tools, accessories, power, fuel, materials, supplies, lighting, water, and other equipment. The Proposer shall also provide the experienced personnel necessary to conduct efficient rehabilitation operations at the well site. The crane shall be in good condition and of such capacity to lift the entire pump bowl and column assembly.

The District will supply temporary water service for rehabilitation purposes at the well site. The Proposer shall provide portable sanitary facilities for use by all personnel connected with this well rehabilitation project, unless currently available on-site.

The Proposer shall keep the well site free from accumulations of waste materials, rubbish, and other debris resulting from the work. At completion of the work, the Proposer shall remove all waste materials, rubbish, and debris from and about the well site as well as all tools, construction equipment, fuel tanks, machinery, temporary structures, and surplus materials. The Proposer shall leave the well site clean and ready for use by the District. The Proposer shall restore all temporary work areas at the well site to their original condition.

The Proposer shall prevent damage to the well site and to the adjacent land, creeks and streets that might result from pumping water during rehabilitation, development, testing, or due to interruption or diversion of storm or wastewater during execution of the work. The Proposer shall properly dispose of all waste and nuisance water.

Bailed sediment and sand may be spread on site, providing that there's adequate space. Free pump scale, broken pump pieces, etc., are to be removed from the well site and properly disposed of by the Proposer. The Proposer is responsible for any damages to properties adjacent to the well site caused by rehabilitation and well testing activities associated with the work described herein.

C. **DISASSEMBLY AND REMOVAL OF WELL HOUSING AND EQUIPMENT:**

The Proposer shall furnish and operate the necessary crane equipment capable of removal of roof and wall sections at the pump house, if applicable. At the conclusion of the rehabilitation, the roof and wall sections shall be replaced in the condition and location prior to their removal.

Prior to execution, the Proposer shall remove any temporary or permanent equipment from the well. This would include, but not be limited to pumps, motors, stilling pipes, and water level measuring devices.

The Proposer shall furnish and operate the necessary equipment capable of lifting the motor for removal from the base. The motor shall be unwired, disconnected from the J- box, and the adjustable nut, coupling, keyway and bolts removed.

The Proposer shall furnish all labor, equipment, materials, and services for the performance of all work to provide removal, disassembly, transportation, and storage of the well pump and motor. The Proposer shall transport and store the well pump, motor and ancillary equipment to the Proposer's service yard and store said equipment in such a manner that it is protected from contamination and damage. The District may require that the motor be transported to and from a local motor repair shop.

At the Proposer's service yard, the Proposer shall disassemble the pump and all components and ready these for inspection by the Proposer's Project Manager and District Staff. Upon conclusion of the disassembly of the pump and related components, the Proposer shall prepare a detailed written summary report, which will include, but not be limited to, the bowl assembly make, model, serial number (if available), size, number of stages, and pump setting depth, and the column, tube, and shaft sizes. The Proposer shall not discard or service the pump, motor, or ancillary equipment without prior authorization of the District Staff.

D. **VIDEO SURVEY:**

The Proposer shall furnish all labor, material and equipment required to produce clear viewing conditions in the well. The Proposer will allow water to flow into the well, through a garden hose, in advance of the video survey to produce clear viewing conditions.

The Proposer shall furnish all labor, equipment, materials, and services for the performance of all work to provide the initial video camera survey of the well. The camera used for the survey shall be equipped with centralizers and shall be capable of switching from down-hole to side-scan without the use of mirrors. In addition, the equipment used shall produce color videotape with automatic depth indication.

The camera survey shall be performed in the presence of the District Staff. The Proposer shall be required to provide whatever assistance is necessary to accomplish the survey.

The video camera shall be tested aboveground before it is inserted into the well. Testing will address down-hole and side-scan optics and depth indicator.

The Proposer shall perform the video camera survey throughout the full depth of the well. During the survey, the Proposer may be required to stop at various intervals and record a 360-degree rotation or portions thereof. Intervals to be inspected shall be determined by the District representative during the video logging run.

Proposer shall provide the District representative with one (1) original of the videotape(s) at the conclusion of the test, one (1) emailed copy of the video, and one (1) digital copy on a DVD disc within ten (10) calendar days of completing the survey. These tapes shall be compatible with the VHS format and Windows Media Player. The tapes shall become the property of the District at the time the survey is completed.

At the conclusion of the video survey, the Proposer shall prepare a detailed written summary report of the findings, observations, analysis, and conclusions derived from the video survey and include the same in the report entitled "EQUIPMENT AND DOWNHOLE CONDITION REPORT FOR WELL#\_". Said report shall include the well depth, static water level, type of screen and screen intervals, casing size, and a detailed list of recommendations and cost estimate using the schedule of hourly labor and equipment rates and parts submitted with the bid.

E. **REMOVE FLOATING MATERIAL FROM WELL:**

The Proposer shall furnish all labor, equipment, materials, and services for the performance of all work to provide the removal of any oil or other floating material from the well.

The Proposer shall remove the material from the water surface of the well and store in pre-approved 55-gallon storage drums.

The District shall be responsible for disposal of bailed oil. The Proposer shall be responsible for transport and disposal of all other materials removed from the well offsite at an approved waste disposal facility.

F. **WIRE-BRUSH AND BAIL SEDIMENT:**

Following review of the initial video survey log, the Proposer shall wire brush the well. The Proposer shall use an appropriate, snug-fitting, stiff wire brush (nylon for wire-wrapped screen casing and steel for louvered casing) to remove any loose material in the casing. Sediment fill shall be removed from the bottom of the well to the maximum possible extent using a bailer or scow or equivalent retrieval device. The Proposer shall brush the entire length of the casing. After sufficient brushing, the well will be allowed to sit for a 24 to 48-hour time period.

Following wire brushing and bailing of the casing, clear water preparations shall be undertaken again, and a second video survey of the well shall be performed.

Bailed material may be spread on site, space permitting. The District Staff may deem it necessary to dispose of bailed material off site, in which case the Proposer will be responsible for disposing of the bailed material at an appropriate and approved landfill. If deemed feasible, the water will be allowed to evaporate under ambient conditions. The sediment, after separation from the water, shall either be spread on site or removed from the well site for disposal by the Proposer.



- G. **COLLECT SAMPLES: ENCRUSTING MATERIAL AND WELLWATER:**  
The Proposer shall furnish all labor, equipment, materials, and services for the performance of all work to provide the sampling of encrusting material and water in the well. Samples of the encrustation shall be collected using a method pre-approved by the District Staff. Water samples shall be collected using a method pre-approved by the District Staff.  
The video survey log will identify sections of the well screen or casing for sampling. The pH of the water will be determined in the field using a pH meter.
- H. **FLOWMETER LOGGING:**  
The flow meter logging shall be performed by a firm specializing in geophysical logging and approved by the District Staff. The Proposer shall be required to provide whatever assistance may be required to accomplish logging.  
  
The flow meter logging tool shall be of the impeller type and capable of measurement accuracy of 1/8-foot per second. The flow meter used for the logging shall be equipped with centralizers unless approved otherwise by the District Staff.  
  
Proof of last equipment calibration shall be presented to the District Staff before the logging is performed. The calibration date shall not be greater than fourteen calendar days prior to date of surveying.  
  
Proposer shall provide the District representative with three (3) flow meter logs at the conclusion of the logging, and four (4) additional copies and one (1) Compact Disc within 10 calendar days of completing the Work. The logs shall become the property of the District at the time the logging is completed.  
  
The logging shall be run in the presence of the District Staff and under dynamic (pump operating) conditions. Three runs shall be conducted in the well. Each of the three flow-meter runs shall be performed individually on separate logs from the bottom of the well upwards. On the final logs, the three logging runs shall be merged on one log sheet.  
  
Each run shall be conducted at a constant rate of ascent. The anticipated rates are 30, 60, and 90 feet per minute. The actual rate of each run may change from the recommended rate as per direction of the District Staff. The log and heading shall comply with API RP-38 standards for format and log scales.  
  
The logging shall be recorded both digitally and on analog source during the logging. The digital information shall be stored in digital format on a DVD-R CD and shall record one data point for every foot logged.
- I. **SUMMARY REPORT:**  
Following the completion of Items B through H, the District Staff and the Proposer's Project Manager will meet and confer regarding the work to be done and a report which will include, but not be limited to, the condition of major components, recommended repairs, and replacement, recommended chemical rehabilitation tasks, and estimate of costs using the labor, equipment and additional services rates submitted with the bid to perform the recommendations.

The Proposer will then memorialize the video summary and the discussions with the Victorville Water District regarding the work recommendations in the form of a written report entitled "EQUIPMENT AND DOWNHOLE CONDITION REPORT FOR WELL#\_" summarizing the condition, recommendations, and costs for rehabilitation work. The summary shall be submitted to the Victorville Water District's representative.

J. **DOWNHOLE REHABILITATION AND EQUIPMENT REPAIRS:**

Upon receipt of the Proposer's report, the District will review the Proposer's written recommendations and cost estimate.

Within five (5) working days, the District will set up a meeting with the Proposer to:

- a) review the recommendations and cost estimate; and
- b) negotiate a change in contract price for the addition of repairs/replacement of the well equipment.

The District will issue a written authorization for the repair, replacement, rehabilitation, and parts procurement work upon approval from the Public Works/Water Director.

K. **WELL REHABILITATION:**

Upon District's authorization to proceed with rehabilitation efforts, chemical treatment of the well may commence. The chemical treatment to be performed and the method(s) of emplacement shall be determined by the Proposer.

The Proposer shall perform rehabilitation operations between the hours of 7:00 AM and 5:00 PM, Monday through Friday, with the exception of the constant-rate pumping test, which will last for 24 continuous hours at the well.

The chemicals used in the treatment process will be those proposed by the Proposer. The chemical treatment plan proposed by the Proposer must be submitted to the District. This plan will include the following:

- a. The chemicals to be used in the treatment process
- b. The amount(s) of the chemical to be used (the Proposer is to show their calculations in the plan)
- c. The equipment to be used in applying the chemicals
- d. The method of application of the chemicals
- e. The amount of residence time of the chemical in the well
- f. The method(s) for removing and inhibiting or neutralizing the chemical used
- g. The chemical treatment method proposed by the Proposer will be reviewed by the District

The Proposer shall furnish all labor, equipment, materials, and services to chlorinate the well. This chlorination shall be performed following well rehabilitation. A solution of 500 ppm residual chlorine shall be prepared. Prior to mixing the chlorine solution,

the water must be prepared by buffering the water to a pH of 4.5. The buffer shall consist of NW- 310 or equivalent.

The Proposer shall use a polyethylene tank to mix the NW-310, or similar, and chlorine solution with the water. The mixed solution shall then be applied (injected) down-hole through a chemical feed line and mixed into the well by mechanical development. This process is to be repeated until all perforated sections of casing have been treated. After all perforated sections have been treated the water column in the well shall be thoroughly agitated. Following agitation, the mixture shall be allowed to sit for a minimum period of 24 hours following chlorination. The method of chlorination must be performed as specified in order to achieve adequate chlorination of the well. No deviation from the specified process shall be allowed.

Following the 24-hour time period the Proposer shall airlift the water in the well and discharge well fluids to above-ground tanks for treatment. The Proposer shall provide a chemical to neutralize the chlorine in above-ground tanks prior to discharge.

The Proposer shall keep written records of each task completed and its duration, number and classification of personnel and equipment on-site.

The Proposer shall submit daily time sheets summarizing the written records kept as specified.

**L. TREATMENT/DISCHARGE OF FLUIDS:**

All waters discharge shall meet N.P.D.E.S. requirements.

Blending of discharge water: It is anticipated that the total dissolved solids (TDS) and total suspended solids (TSS) concentration of the neutralized discharge water may be elevated. Thus, this water may need to be blended with municipal-supply water to varying proportions in order to lower the elevated TDS concentrations to levels below the current Basin discharge limitations (1000 mg/l). Thus, the use of surface storage tanks and blending equipment (piping/valves) may be needed to blend the discharge.

Sampling of discharge water: Prior to any discharge occurrence, a representative sample of the fluids to be discharged shall be collected and analyzed by the District to verify that the fluids to be discharged will be below the maximum levels of the constituent as listed in the permit. If the monitor detects limits exceeding N.P.D.E.S. constituent levels, all discharge will cease.

Disposal of solids and sludges: All solids/sludges generated during the well rehabilitation process shall be contained onsite in appropriate containers. The solids shall be disposed of at a pre-approved site and proof of proper disposal shall be submitted.

**M. WELL DEVELOPMENT:**

The Proposer shall furnish all labor, equipment, materials, and services for the performance of all work to provide, install, and operate a development/test pump and associated appurtenances for well development by pumping, down-hole video, and flow meter logging of the well.

The development/test pump shall be used to develop the well following chemical treatment and conduct dynamic (pump operating) down-hole video, flow meter logging, and testing of the well as determined by the District Staff.

The pump shall be able to produce 4,000 gallons per minute under conditions existing at the site or at a rate determined by the District Staff. The Proposer shall supply and install temporary discharge piping for the test-pumping unit of sufficient size and length to conduct water to a surface discharge tank and/or waste discharge location approved by the District Staff. The District Staff shall determine the maximum allowable discharge rate. The Proposer shall supply a flow meter and totalizer that accurately measures the flow to within five (5) percent. The meter will be placed in the temporary discharge line a minimum of ten (10) pipe diameters away from any flow altering obstruction. A gate valve will be installed in the temporary discharge line to ensure a full pipe flow through the flow meter. The Proposer shall also provide a "Rossum Sand Tester" and four 3/4-inch outlets at points acceptable to the District Staff in the discharge line for sand testing, water sampling and pressure monitoring.

The annular space between well casing and column pipe of the development/test pump shall be capable of allowing tools of up to 3-inches in diameter to enter the well and pass alongside the pump and motor.

The Proposer shall submit to the District Staff a pump performance curve and details of the discharge-piping configuration for approval before the pump is installed. The pump and column shall be disinfected upon installation. The Proposer shall coordinate the scheduling of the pump installation with the District Staff at least 24 hours prior to beginning installation. The District Staff shall determine pump depth setting and the operational parameters (i.e. pumping rates and duration) prior to start of the Work. The Proposer shall operate the development/test pump by surging the well followed by constant rate development and over pumping, as outlined by the District Staff's representative.

N. **STEP DRAWDOWN TESTING:**

The Proposer shall furnish all labor, equipment, materials, and services for the performance of all work to provide, install, and operate a temporary test pump and associated appurtenances necessary for performing a step discharge test.

The pump shall have a variable speed drive and be able to produce 4,000 gallons per minute under the conditions existing at the site or at a rate determined by the Victorville Water District's representative. The Proposer shall supply and install temporary discharge piping for the test-pumping unit of sufficient size and length to conduct water to a discharge point approved by the District Staff. The District Staff shall determine the maximum allowable discharge rate. The Proposer shall supply a flow meter and totalizer that accurately measures the flow to within five (5) percent. The meter(s) will be placed in the temporary discharge line a minimum of ten (10) pipe diameters away from any flow altering obstruction. A gate valve will be installed in the temporary discharge line to ensure a full pipe flow through the flow meter. The Proposer shall also provide a "Rossum Sand Tester" and four 3/4-inch outlets at points acceptable to the District Staff in the discharge line for sand testing, water sampling and pressure monitoring.

The annular space between well casing and column pipe of the temporary test pump shall be capable of allowing tools of up to three (3) inches in diameter and a maximum of eleven

(11) feet long to enter the well and pass alongside the pump and motor.

The District Staff may supply personnel and equipment to perform draw down and recovery measurements.

The Proposer shall submit to the District Staff a pump performance curve and details of the discharge-piping configuration for approval before the pump is installed. The pump and column shall be disinfected upon installation.

The Proposer shall coordinate the scheduling of the test pumping with the District Staff at least twenty-four (24) hours in advance. The District Staff shall determine pump depth setting and the test parameters (i.e. pumping rates and duration) prior to start of the work.

The Proposer shall perform a step discharge test as outlined by the District Staff. The step discharge test may be run at rates approximately 50, 75, 100, 125 percent of the design capacity of the well. The test shall include pumping the well at four different rates. Pumping shall continue at each rate for a sufficient length of time (approximately two (2) hours per step) to bring about a relatively steady water level in the well. Samples will be collected for sand testing every twenty (20) minutes.

If the pump motor is not capable of maintaining a steady, consistent speed, or if the pump or motor fails to operate for any period longer than three (3) minutes during the step draw down test, the test shall be repeated on the following day and the failed test shall be at the Proposer's expense.

Proposer shall measure the static water level prior to the start of testing. Proposer shall measure pumping water levels at the following intervals, unless otherwise specified by the Victorville Water District's representative.

1 to 10 minutes	Measure at 1-minute intervals
10 to 30 minutes	Measure at 2-minute intervals
30 to 100 minutes	Measure at 5-minute intervals
100 to end of testing	Measure at 10-minutes intervals

A recovery period equal to the duration of the test shall follow the termination of the step- draw down test. During the recovery period, Proposer shall not conduct any activities that might affect water levels in the well. Proposer shall be responsible for collecting water level measurements during the recovery period.

O. CONSTANT-RATE DISCHARGE TESTING:

The Proposer shall furnish all labor, equipment, materials, and services for the performance of all work to provide, install, and operate a temporary test pump and associated appurtenances necessary for performing a constant-rate discharge test.

The pump shall have a variable speed drive and be able to produce 3,000 gallons per minute under the conditions existing at the site or at a rate determined by the District Staff. The Proposer shall supply and install temporary discharge piping for the test-pumping unit of sufficient size and length to conduct water to a discharge point approved by the District Staff. The District Staff shall determine the maximum allowable discharge rate. The Proposer shall supply a flow meter and totalizer that

accurately measures the flow to within five (5) percent. The meter(s) will be placed in the temporary discharge line a minimum of ten (10) pipe diameters away from any flow altering obstruction. A gate valve will be installed in the temporary discharge line to ensure a full pipe flow through the flow meter. The Proposer shall also provide a "Rossum Sand Tester" and four (4) 3/4-inch outlets at points acceptable to the District Staff in the discharge line for sand testing, water sampling and pressure monitoring.

The annular space between well casing and column pipe of the temporary test pump shall be capable of allowing tools of up to 3-inches in diameter and eleven (11) feet long to enter the well and pass alongside the pump and motor.

The District Staff may supply personnel and equipment to perform draw down and recovery measurements during testing.

The Proposer shall submit to the District Staff a pump performance curve and details of the discharge-piping configuration for approval before the pump is installed. The pump and column shall be disinfected upon installation.

The Proposer shall coordinate the scheduling of the test pumping with the District Staff at least twenty-four (24) hours in advance. The District Staff shall determine pump depth setting and the test parameters (i.e. pumping rate and duration) prior to start of the work.

The Proposer shall perform a constant-rate discharge test as outlined by the District Staff. The test shall include pumping the well at one constant rate. Pumping shall continue for a sufficient length of time (approximately twelve (12) hours or as determined by the District Staff) to bring about a relatively steady water level in the well. Samples will be collected for sand testing every twenty (20) minutes during the first hour of testing and every hour thereafter.

If the pump motor is not capable of maintaining a steady, consistent speed, or if the pump or motor fails to operate for any period longer than three (3) minutes during the constant-rate discharge test, the test shall be repeated on the following day and the failed test shall be at the Proposer's expense.

Proposer shall measure the static water level prior to the start of testing. Proposer shall measure pumping water levels at the following intervals, unless otherwise specified by the District Staff.

1 to 15 minutes	Measure at 1-minute intervals
15 to 30 minutes	Measure at 5-minute intervals
30 to 120 minutes	Measure at 10-minute intervals
120 to 300 minutes	Measure at 30-minute intervals
300 to 660 minutes	Measure at 60-minute intervals
660 to end of testing	Measure at 90-minute intervals

A recovery period equal to the duration of the test shall follow the termination of the constant-rate discharge test. During the recovery period, Proposer shall not conduct any activities that might affect water levels in the well. Proposer shall be responsible for collecting water level measurements during the recovery period.

P. **N.P.D.E.S. PERMIT COMPLIANCE:**

The Proposer shall comply with the District's N.P.D.E.S. permit, regarding disposing of solids and water generated during well redevelopment, and well testing. The water quality effluent limitations specified in the applicable National Pollution Discharge Elimination System (N.P.D.E.S.) permit.

All solids generated during the well rehabilitation process shall be contained onsite in appropriate containers. The solids shall be disposed of at a pre-approved site and PROOF of proper disposal shall be submitted. Lab test of solids generated must be submitted to the disposal facility prior to disposal and a copy presented to the Victorville Water District prior to disposal.

Solid matter shall be separated from the discharge water prior to disposal. The water remaining after separation shall be discharged in accordance with the N.P.D.E.S. permit.

The District has been issued a General Waste Discharge Permit by the Regional Water Quality Control Board for de minimis discharges to surface waters. This permit authorizes the District and its Proposers working in the District, to discharge non-storm water from well installations and well maintenance operations to surface waters, provided they comply with all of the following requirements:

Proposers shall provide treatment equipment for wastewater not meeting discharge requirements or shall contain and arrange for off-site disposal with a waste hauler. Discharges from acid cleaning of wells may be prohibited from entering the storm drainage system based on pH (>6-9) or conductivity (>1,000 umhos/cm).

Discharges from well development sites shall not exceed the discharge specifications, receiving water limitations, prohibitions, or any other provisions of the permit at any time during the discharge and shall not contain constituent concentrations in excess of the following limits:

Constituent	Maximum Concentration
Oil and Grease	15 mg/l
Sulfides	0.4 mg/l
Total Residual Chlorine	0.1 mg/l
Total Suspended Solids	75 mg/l
Total Petroleum Hydrocarbons	100 ug/l

Proposers shall monitor discharges with a "grab" sample during the first 30 minutes of each discharge (each time well is started up and discharged to the storm drain) for the following constituents and shall deliver the sample to a representative from the District:

- Total Chlorine Residual (if chlorine is in the discharge)
- Total Suspended Solids (TSS)
- Total Petroleum Hydrocarbons (if site is contaminated)

The discharge "grab" sample shall be taken and delivered in accordance with 40 CFR Part 136, including "Chain of Custody" paperwork.

A minimum level of treatment for well sites discharging sediment laden water shall be at least two 21,000-gallon Baker tanks or equivalent, in series.

At a minimum, Proposers shall furnish the following discharge monitoring equipment:

- Flow meter to determine instantaneous flow rate, average and daily flow totals
- TSS meter (turbidimeter) Chlorine test kit (if needed)
- Chlorine test kit (if needed)

A written log of startup times, flow rates, daily total flow in gallons per day, TSS values and chlorine levels shall be maintained on the work site. Copies of the written log sheets shall be submitted to the District by the thirtieth (30<sup>th</sup>) day of each month during the project.

**Q. REINSTALLATION OF EQUIPMENT AND HOUSING:**

Following rehabilitation, development and testing of the well satisfactory to the District, the Proposer shall begin reassembly and reinstallation of pump equipment.

**R. SONAR JETTING:**

Sonar Jetting of the perforated casing shall be done per recommendations of the company doing the Sonar Jet work. Work shall be performed by a company with a minimum of 20 years' experience using Sonar Jet Products. Such a company would be Water Well Redevelopers - (800) 213-5095 or (714) 632-7003.

**S. PARTS SPECIFICATIONS:**

Pumps, Pump Column, Tubing, Shafting & Bearings, Discharge Piping, Water Level Stainless Steel Airline, HD PVC Sounding Line.

**T. CLEANUP AND DEMOBILIZATION:**

Upon acceptance of the work by the District, the Proposer shall expeditiously remove all equipment and surplus material from the job site.

All debris including, but not limited to, metal scrap, food wrappers, dunnage, rags, cans, bottles, paper, cardboard, sacks, and lumber shall be removed from the jobsite and taken to a licensed dumpsite for disposal by the Proposer.

The Proposer shall call for a joint inspection of the site by its representative and the District. Upon acceptance, the site responsibility will be transferred back to the District.



**VICTORVILLE WATER DISTRICT  
CC23-007 WATER WELL MAINTENANCE AND REPAIR  
ANNUAL SERVICE AGREEMENT**

**SECTION IV  
EVALUATION OF PROPOSAL**

A District's selection committee, with a minimum of three members, will be appointed at the beginning of the selection process. The committee will review each written proposal submitted by Proposers to determine if they meet the requirements of this RFP. Failure to meet the essential requirements for this RFP may be cause for rejection of the proposal. The committee will make independent random checks of the Proposer's references as well as major sub-Proposers.

Proposer shall be selected on the basis of demonstrated competence and professional qualifications to provide the requested services. Proposers that are considered as equally qualified, cost may then be considered as a decisive factor. The selection committee will rank the responding Proposer's proposals and develop a list of the top three (3) Proposers. At the conclusion of the ranking process, the sealed fee proposal for the top three ranked Proposer will be opened. Subsequently, the City will enter into negotiation with the top-ranked Proposer, with the goal of agreeing on a final contract that will deliver to the District the services and/or products required at a reasonable and fair compensation. If a fair and reasonable compensation cannot be negotiated with the top-ranked Proposers, a new negotiation will be started with the next highest-ranked Proposer. If this new negotiation fails, the process will be repeated until a contract is negotiated successfully.

**QUALIFICATIONS AND EXPERIENCE OF PROJECT TEAM**

The Proposer shall designate a project team comprised of experienced professionals and technical staff to perform the work competently and efficiently with either the Proposer's own personnel and/or sub-Proposer(s). The prime Proposer and sub-Proposer(s) shall provide information on their business, applicable certificates of recognition, and other pertinent information that demonstrates their qualifications to perform the work under this RFP. The proposal shall include only references to similar projects performed by the Proposer and sub-Proposer.

**METHOD AND CRITERIA FOR SELECTION**

A Proposer selection committee, with a minimum of three members, will be appointed at the beginning of the selection process. The committee will review each written proposal submitted by Proposers to determine if they meet the requirements of this RFP. Failure to meet the essential requirements for this RFP may be cause for rejection of the proposal. The committee will make independent random checks of the Proposer's references as well as major sub-Proposers.

Proposer shall be selected based on demonstrated competence and professional qualifications to provide the requested services. Proposers that are considered as equally qualified, cost can be considered as a decisive factor. The selection committee will rank the responding Proposers' proposals and will develop a list of the top three (3) Proposers.

The City may exercise the **option** of inviting the three top ranking consulting firms for a one-hour interview/presentation. The team representing the consulting firm in the interview/presentation must consist of those individuals who will be directly involved in the project. In that case, the final selection of a Proposer will be based on the interview/presentation.

**DELIVERABLES**

Submit 1 original and 3 printed sets of proposal. There is no maximum number of pages, but *please be concise* (consideration will not be given for bulk). **Submit one (1) cost proposal in a separate sealed envelope, using the *Cost Proposal Form* as included on Section V Forms Page 38-43.**

**EVALUATION CRITERIA:** Upon closing of the bidding, the District will evaluate and rank each responsive bid using the following criteria and points.

<b>CRITERIA DESCRIPTION</b>	<b>POINTS</b>
1. Numbers of pump/well personnel on payroll at dispatch location	5
2. No. of well rehabs similar in size to project (500 to 4,000 gpm) for municipal systems during Last 1 Year performed by the local office/branch	30
3. Equipment – Leased/Owned versus Rental	15
4. Safety Records	20
5. Machine Shop in-house or outsourced	20
6. Average emergency call out response time	10
TOTAL SCORE	100

**VICTORVILLE WATER DISTRICT  
CC23-007 WATER WELL MAINTENANCE AND REPAIR  
ANNUAL SERVICE AGREEMENT**

**ADDITIONAL QUESTIONNAIRES**

1. Number of years' experience as a Proposer in water well rehabilitation and repair work:

\_\_\_\_\_

2. List all well rehabilitation projects with pumping capacity in the range of 500 to 4,000 gpm completed within the last year. Include the following information for each project on a separate sheet:

- Agency Name, Point of Contact, Phone No., Email address – Reason for rehabilitation (if known)
- Specific Capacity & Gallons/Minute prior to rehab and post rehab
- Proposer's Approach to rehab and description of treatment used

3. List the name of the person who you propose to manage the proposed work for your firm:

- Name: \_\_\_\_\_
- Education: \_\_\_\_\_
- Certifications: \_\_\_\_\_
- Number years of experience in Well Rehab/Repair: \_\_\_\_\_

4. List the names of the key personnel assigned to project including: (attach separately)

- Name, Title, & Years of experience
- Qualifications including certifications and training completed
- Total years of experience in particular field
- The District may require additional documentation at its own choosing

5. Has Cal Osha cited and assessed penalties against the company for any serious, willful, or repeat violators of its safety or health regulations in the past five (5) years?

Yes \_\_\_\_\_ No \_\_\_\_\_

6. Same question as #5 but Federal level?

Yes \_\_\_\_\_ No \_\_\_\_\_

7. Has EPA, AQMD, or RWQCB cited or assessed the firm or owner(s) of a project on which the firm was a Proposer? Yes \_\_\_\_\_ No \_\_\_\_\_
8. How often does the firm require a documented safety meeting to be held for maintenance personnel and field supervisors during a project?
- Weekly \_\_\_\_\_ Monthly \_\_\_\_\_ \_\_\_\_\_(Specify)
9. List your firms Experience Modification Rate (EMR) for the firm's California Workman's Compensation Insurance for each of the past three (3) premium years.
- Current Year:
  - Previous Year:
  - Previous Year:
10. Do you certify that all on-site personnel have successfully completed forty (40) hour Environmental Health and Safety Training course or an eight (8) hour refresher course, as detailed in 29 Code of Federal Regulations, Section 1910.120, within the last calendar year? Yes \_\_\_\_\_ No \_\_\_\_\_
11. If "No", will such training be accomplished before said personnel begin work on the project? \_\_\_\_\_
12. What is your average emergency call out response time? \_\_\_\_\_
13. Please provide your Safety Practices/Guidelines and Safety Records with your bid documents.

**VICTORVILLE WATER DISTRICT  
RFP# CC23-007  
WATER WELL MAINTENANCE AND REPAIR**

**SECTION V – FORMS**

**SUBMISSION CERTIFICATION**

I hereby submit to the District the following proposal for work outlined in plans and specifications entitled **Project RFQ #CC23-007 WATER WELL MAINTENANCE AND REPAIR**. All of the following documents (check below) are completed, fully executed, and included in my bid as required in the bid document:

- Submission Certification
- Proposal
- Bid Proposal Form
- Proposer Identification
- Worker's Compensation
- Non-Collusion Affidavit
- Customer References
- Signature Authorization
- List of Sub-Proposers
- Senate Bill 854
- Debarment Certification
- Acknowledgement Pages for All Bid Addenda
- Additional Information per Section 3

My signature on this Submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with the proposal as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of my bid proposal.

Business Name: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name and Title

**VICTORVILLE WATER DISTRICT  
RFP# CC23-007  
WATER WELL MAINTENANCE AND REPAIR**

**COST PROPOSAL FORM**

The undersigned declares he has carefully examined the locations of the proposed work, the Scope of Services, and Contract Documents; and being familiar with all of the conditions surrounding the work, including the availability of materials and labor, here by proposes to furnish all labor, materials, tools, equipment, and incidentals, to complete all the work.

**NOTE: The District has the right to award the contract to more than one contractor or if it's deemed in the best interests of the District.**

*The hours listed in the Bid Proposal Form are provided as a best estimate of usage by the District. These hours do not constitute an offer they are provided as a parameter for bidders to formulate their bids. The District does not guarantee any hours of work and reserves the right to either increase or decrease the hours based on as-needed basis only during the course of the contract.*

**BID #1 LUMP SUM AND UNIT PRICE BID ITEMS**

ITEM NO.	DESCRIPTION	QTY.	UOM	UNIT PRICE	EXT. PRICE
1.	Costs associated with insurance, and other misc. items related to contract start up	Lump sum	LS		
2.	Total price for an emergency Reconnaissance	3	EA		
3.	Total price for an emergency call out: pull, reassemble and reinstall repaired and/or rehabilitated pump, motor, and related equipment but does not include cost of actual repairs	3	EA		
4.	For Well #122 & Well #140: Total price to pull, reassemble and reinstall repaired and/or rehabilitated pump, motor, and related equipment but does not include cost of actual repairs	Lump sum	LS		
<b>TOTAL</b>					\$

**TOTAL BID IN WORDS BID #1:** \_\_\_\_\_

**BID ITEMS M2 HOURLY RATES – LABOR**

(to be used for negotiating cost of repairs/rehabilitation)

LABOR	REGULAR HOURLY RATE	NOTE
ELECTRICIAN (FIELD)	\$	
HELPER (FIELD)	\$	
MACHINIST (SHOP)	\$	
WELDER (FIELD)	\$	
CRANE OPERATOR	\$	
WELDER (SHOP)	\$	
CIVIL ENGINEER	\$	
HYDROGEOLOGIST	\$	
PUMP MECHANIC (FIELD)	\$	
PUMP MECHANIC (SHOP)	\$	
OTHER (SPECIFY)	\$	
<b>TOTAL BASED ON 200 HOURS</b>	<b>\$</b>	

\*Any labor cost for travel to and from the water district shall be included in the hourly rate. NO allowance will be made for travel

**TOTAL BID IN WORDS M2 LABOR:** \_\_\_\_\_

**BID ITEMS M2.1 HOURLY RATES – EMERGENCY LABOR**

(to be used for negotiating cost of repairs/rehabilitation)

LABOR	REGULAR HOURLY RATE	NOTE
ELECTRICIAN (FIELD)	\$	
HELPER (FIELD)	\$	
MACHINIST (SHOP)	\$	
WELDER (FIELD)	\$	
CRANE OPERATOR	\$	
WELDER (SHOP)	\$	
CIVIL ENGINEER	\$	
HYDROGEOLOGIST	\$	
PUMP MECHANIC (FIELD)	\$	
PUMP MECHANIC (SHOP)	\$	
OTHER (SPECIFY)	\$	
<b>TOTAL BASED ON 200 HOURS</b>	<b>\$</b>	

\*Any labor cost for travel to and from the water district shall be included in the hourly rate. NO allowance will be made for travel

**TOTAL BID IN WORDS M2.1 EMERGENCY LABOR:** \_\_\_\_\_

\_\_\_\_\_



**BID ITEMS M3 HOURLY RATES FOR EQUIPMENT**

<b>EQUIPMENT</b>	<b>LEASED/OWNED OR RENTAL CIRCLE CHOICE(S)</b>	<b>UNITS</b>	<b>RATE</b>
CRANE 40 50 TON	L / O / R	HOURLY	\$
PUMP PULLING RIG – 30 TON CAPACITY	L / O / R	HOURLY	\$
CABLE TOOL RIG – 5 TON CAPACITY	L / O / R	HOURLY	\$
ROTARY CRANE – 5 TON & SMALLER	L / O / R	HOURLY	\$
ROTARY CRANE – 8 TON 10 TON	L / O / R	HOURLY	\$
ROTARY CRANE – 15 TON 35 TON	L / O / R	HOURLY	\$
AIR COMPRESSOR, MINIMUM OF 600 CFM	L / O / R	HOURLY	\$
CHEMICAL TRAILER (including poly mixing tank safety equip. mixing and booster pump)	L / O / R	HOURLY	\$
WELDING TRUCK	L / O / R	HOURLY	\$
SERVICE/UTILITY TRUCK – 1 TON OR SMALLER	L / O / R	HOURLY	\$
OTHER (SPECIFY)	L / O / R	HOURLY	\$
<b>TOTAL BASED ON 200 HOURS</b>	<b>\$</b>		

**TOTAL BID IN WORDS M3 FOR EQUIPMENT:** \_\_\_\_\_

**BID ITEM M4 ADDITIONAL SERVICES**

DESCRIPTION	UNITS	QTY	EXT TOTAL
Down hole video survey with sidescan (provided in digital format complete)	EA	3	
Spinner Log – continuous and stop count (complete)	EA	3	
21,000 Gallon (minimum) Baker Settling tank rental	EA	3	
TOTAL			

TOTAL BID: BID ITEM NO. 1 \$ \_\_\_\_\_

TOTAL BID: BID M2 \$ \_\_\_\_\_

TOTAL BID: BID M2.1 \$ \_\_\_\_\_

TOTAL BID: M3 \$ \_\_\_\_\_

TOTAL BID: M4 \$ \_\_\_\_\_

OVERALL TOTAL 1, M2, M2.1, M3 & M4: \$ \_\_\_\_\_

OVERALL TOTAL IN WORDS: \_\_\_\_\_

\_\_\_\_\_

Bidder's Name: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_

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Signature

Title

Date

**NOTE: COST PROPOSAL SHEETS (PAGES 38-43) NEEDS TO BE SUBMITTED SEPARATELY IN A SEALED ENVELOPE CLEARLY IDENTIFIED AS "SEALED DOLLAR COST FOR CC23-007 WATER WELL MAINTENANCE AND REPAIR"**

**VICTORVILLE WATER DISTRICT  
RFP# CC23-007  
WATER WELL MAINTENANCE AND REPAIR**

**PROPOSER'S IDENTIFICATION**

1. Legal name of Proposer \_\_\_\_\_
2. Street Address: \_\_\_\_\_
3. Mailing Address: \_\_\_\_\_
4. Business Telephone: \_\_\_\_\_
5. Facsimile Telephone: \_\_\_\_\_
6. Email Address: \_\_\_\_\_
7. Type of Business:  
 Sole Proprietor    Partnership    Corporation   Other: \_\_\_\_\_  
If corporation, indicate State where incorporated: \_\_\_\_\_
8. Business License number issued by the District where the Bidder's principal place of business is located.  
Number: \_\_\_\_\_ Issuing District: \_\_\_\_\_
9. Proposer's License number and expiration date.  
Number: \_\_\_\_\_ Expiration date: \_\_\_\_\_
10. DIR Registration No.: \_\_\_\_\_ Expiration date: \_\_\_\_\_
11. Proposer's Project Manager: \_\_\_\_\_
12. Proposer's Name and Title of authorized to sign legal documents: \_\_\_\_\_

**VICTORVILLE WATER DISTRICT  
RFP# CC23-007  
WATER WELL MAINTENANCE AND REPAIR**

**WORKER'S COMPENSATION**

The Proposer shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into.

_____ Signature	_____ Company Name
_____ Printed Name	_____ Business License Number
_____ Title	_____ Date

**VICTORVILLE WATER DISTRICT  
RFP# CC23-007  
WATER WELL MAINTENANCE AND REPAIR**

**NON-COLLUSION DECLARATION  
TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH BID**

**(Public Contract Code Section 7106)**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham bid, or to refrain from bidding. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Proposer or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The Proposer has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [District], \_\_\_\_\_ [state].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**VICTORVILLE WATER DISTRICT  
RFP# CC23-007  
WATER WELL MAINTENANCE AND REPAIR**

**CUSTOMER REFERENCES**

Bidder: \_\_\_\_\_

<b>LIST THREE AGENCIES/MUNICIPALITIES YOU HAVE DONE BUSINESS WITH WITHIN THE LAST THREE YEARS</b>		
1.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Fax and Email:	
2.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Fax and Email:	
3.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Fax and Email:	

**VICTORVILLE WATER DISTRICT  
RFP# CC23-007  
WATER WELL MAINTENANCE AND REPAIR**

**SIGNATURE AUTHORIZATION**

Proposer/Bidder: \_\_\_\_\_

- A. I hereby certify that I have the authority to offer this proposal/bid to District for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal/bid.

\_\_\_\_\_  
SIGNATURE

- B. The following information relates to the legal Proposer listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me as:

An Individual  
 A Partnership, Partners' names:  
 A Company  
 A Corporation

2. My tax identification number is \_\_\_\_\_  
(For individuals, this number is usually the Social Security Number)

3.  I am a certified small business and Small Business Preference is applicable to this proposal/bid. A copy of my certification from the Office of Small and Minority Business is attached.

I have recently filed for Small Business Preference but have not yet received certification.

I am not a Small Business.

4.  My business is owned by a minority whose ethnicity is: \_\_\_\_\_

My business is owned by a woman.

My business is owned by a disabled veteran.

My business is owned by a woman.



**VICTORVILLE WATER DISTRICT  
RFP# CC23-007  
WATER WELL MAINTENANCE AND REPAIR**

**LIST OF SUBPROPOSERS**

The Proposer is required to furnish the following information in accordance with the provisions of Section 4100 to 4113, inclusive, of the Government code of the State of California.

The Proposer shall perform with its own organization contract work amounting to not less than 10 percent (10%) of the total original contract price, excluding any specialty tasks designated by the District. Specialty tasks may be performed by subcontract and the amount of any such specialty tasks performed may be deducted from the amount of work required to be performed by the Proposer's own organization. **Provide additional pages as necessary.**

Bidder's Name \_\_\_\_\_

---

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Name Sub Proposer is licensed under: \_\_\_\_\_

License Number and Classification: \_\_\_\_\_

Address of Sub Proposer: \_\_\_\_\_

Percent (%) of Total Contract: \_\_\_\_\_ %

Specific Description of Subcontract: \_\_\_\_\_

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Name Sub Proposer is licensed under: \_\_\_\_\_

License Number and Classification: \_\_\_\_\_

Address of Sub Proposer: \_\_\_\_\_

Percent (%) of Total Contract: \_\_\_\_\_ %

Specific Description of Subcontract: \_\_\_\_\_

---

---

Name Sub Proposer is licensed under: \_\_\_\_\_

License Number and Classification: \_\_\_\_\_

Address of Sub Proposer: \_\_\_\_\_

Percent (%) of Total Contract: \_\_\_\_\_ %

Specific Description of Subcontract: \_\_\_\_\_

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**VICTORVILLE WATER DISTRICT  
RFP# CC23-007  
WATER WELL MAINTENANCE AND REPAIR**

**SENATE BILL 854**

(<http://www.dir.ca.gov/Public-Works/PublicWorks.html>)

Senate Bill 854 signed into law on June 20, 2014, became effective immediately. It established a new public works Proposer registration program which will collect fees to fund compliance monitoring and enforcement, determine prevailing wage and public works coverage, and hear enforcement appeals.

All Proposers and sub Proposers intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. This is a Department of Industrial Relations (DIR) fee paid to the State of California. The District will not register a Proposer/sub Proposer, nor collect funds for registration.

Starting July 1, 2017 the new annual registration fees for public works Proposers have increased to \$400.00, and Proposers on small projects are exempt from public works registration and electronic certified payroll reporting requirements.

Sub Proposer Eligibility. Proposer acknowledges that under Public Contract Code Section 6109 no Proposer or sub Proposer who is ineligible to bid or work on, or be awarded, a public works project under Labor Code Section 1777.1 or 1777.7 may bid on, be awarded, or perform work as a sub Proposer on, a public works project. Proposer is prohibited from performing work on a public works project with a sub Proposer who is ineligible to perform work on the public works project under Labor Code Section 1777.1 or 1777.7

Small Project Exemption:

Proposers who work exclusively on small public work projects are not required to register as a public works or file electronic certified payroll reports for those projects. Proposers are still required to maintain certified payroll records on a continuous basis, and provide them to the Labor Commissioner's Office upon request.

The small project exemption applies for public works projects that do not exceed:

- \$25,000 new construction, alteration, installation, demolition, or repair
- \$15,000 for maintenance

The District as applicable will be required to fill out a form alerting the DIR of the services you are providing the District. Detailed information is required to complete this form. You may be asked to provide information needed to complete the DIR form. You will be asked to complete this in a timely manner to avoid interruption in the services you are providing.

Are you currently registered with the DIR?

Yes \_\_\_\_ No \_\_\_\_ If yes, what is your registration number? \_\_\_\_\_  
(please submit proof of your registration)

Proposer: \_\_\_\_\_ Federal I.D. No: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Title: \_\_\_\_\_

**VICTORVILLE WATER DISTRICT  
RFP# CC23-007  
WATER WELL MAINTENANCE AND REPAIR**

**DEBARRED CERTIFICATION ACKNOWLEDGEMENT**

(a)(1) The Offeror/Proposer certifies, to the best of its knowledge and belief, that—

(i) The Offeror/Proposer and/or any of its Principals—

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this solicitation, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(ii) The Offeror/Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or Superintendent responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror/Proposer shall provide immediate written notice to the District if, at any time prior to contract award, the Offeror/Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's/Bidder's responsibility. Failure of the Offeror/Proposer to furnish a certification or provide such additional information as requested by the District may render the Offeror/Proposer non responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this

provision. The knowledge and information of an Offeror/Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror/Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the District, the District may terminate the contract resulting from this solicitation for default.

**The Offeror/Proposer certifies that the foregoing is true and correct:**

Offeror/Bidder: \_\_\_\_\_ Federal I.D. No: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# SAMPLE SERVICE AGREEMENT

**SAMPLE AGREEMENT ONLY. AGREEMENT WILL BE MODIFIED TO REFLECT THE ACTUAL ASSOCIATED STIPULATIONS INDICATED IN THE SPECIAL PROVISIONS AND OTHER APPLICABLE CONTRACT DOCUMENTS.**

**GENERAL SERVICES PROVIDER STANDARD AGREEMENT  
BY AND BETWEEN  
THE DISTRICT  
AND  
NAME OF PROVIDER  
FOR  
PROJECT NAME, PROJECT NUMBER**

THIS GENERAL SERVICES PROVIDER STANDARD AGREEMENT (hereinafter "Agreement"), is made and entered into by and between the District, a municipal corporation located in the County of San Bernardino, State of California, hereinafter referred to as the "District", and **NAME OF SERVICE PROVIDER, a (type of business)**, hereinafter referred to as "Service Provider." District and Service Provider are sometimes hereinafter referred to individually as a "Party" and collectively referred to as the "Parties."

**RECITALS:**

**WHEREAS**, the District requires **DESCRIBE SERVICES**; and

**WHEREAS**, in light of the facts set forth above, the District desires to retain the services of a qualified service provider to provide, on an independent Proposer basis, **DESCRIBE SERVICES**; and

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

**Section 1. RECITALS (amend as applicable)**

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

**Section 2. SCOPE OF SERVICES**

Service Provider shall provide to the District those services set forth in the Scope of Services, attached hereto as Exhibit "A", and incorporated as part of this Agreement by this reference.

**Section 3. COMPENSATION**

The District shall pay a total amount not to exceed **SPELL OUT DOLLAR AMOUNT AND 00/100 DOLLARS (\$0.00)** for the services rendered by Service Provider pursuant to this

Agreement, subject to the provisions of Section 4 and California State Prevailing Wage Provisions, attached hereto as **Exhibit “C” and “D”** and incorporated herein by this reference as though set forth in full, subject to approval of the District, when applicable.

**Section 4.                    BID PROPOSAL FORMS**

The District shall pay Service Provider as provided in the Bid Proposal Forms, attached hereto as **Exhibit “B,”** and incorporated as part of this Agreement by this reference. The provisions of **Exhibit “B”** notwithstanding, in order to receive payments, Service Provider shall be required to submit to District monthly invoices detailing all services performed. Provided that services have been satisfactorily rendered, invoices shall be paid by the District approximately thirty (30) working days following receipt of Service Provider’s invoice.

**Section 5.                    RESERVED**

**Section 6.                    TERM OF AGREEMENT**

This Agreement shall be for an initial term of **NUMBER of MONTHS**, commencing on **COMMENCEMENT DATE** (the “Commencement Date”) and expiring on **TERMINATION DATE** (the “Termination Date”) (the “Term”), unless terminated earlier pursuant to Section 21 of this Agreement. 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 21 below.

**\*\*\* IF NO OPTION PERIODS -- DELETE THE FOLLOWING PARAGRAPH FROM THE AGREEMENT IN ITS ENTIRETY\*\*\***

This Agreement may be extended for **NUMBER OF YEARS, MONTHS, ETC.** additional one-year periods (hereinafter “Option Periods”), at the option of District, subject to satisfactory performance as determined by the District. District shall give Service Provider sixty (60) days advance written notice prior to the expiration the initial Term and sixty (60) days advance written notice prior to the expiration date of each subsequently exercised Option Period, if any, should the District decide to exercise its option(s) to extend. In the event District does not give Service Provider such written notice of its option to extend, this Agreement shall terminate at the end of the then-current Term or Option Period without further notice from either Party, unless terminated earlier pursuant to the provisions of Section 21 below. Should the District fail to give Service Provider the sixty (60) days written notice of its intention to exercise any Option Period, the District may, in its sole discretion, elect to exercise any Option Period at a later date, following written inquiry from Service Provider.

**Section 7.                    INDEPENDENT PROPOSER STATUS**

Service Provider shall at all times during the Initial Term of this Agreement, and (if applicable during any Option Periods), perform the services described in this Agreement as an independent Proposer.

**Section 8.                    REPRESENTATIONS AND ACKNOWLEDGMENTS  
REGARDING INDEPENDENT PROPOSER’S STATUS OF  
SERVICE PROVIDER**

a. Service Provider represents and acknowledges the following:



(1) The District is not required to provide any training or legal counsel to Service Provider or its employees in order for Service Provider to perform the services described in this Agreement.

(2) Performance of the services described in this Agreement do not have to be integrated into the daily business operations of the District.

(3) The services described in this Agreement can be performed without the use of District equipment, materials, tools, or facilities, unless otherwise provided under a separate agreement.

(4) Nothing in this Agreement shall be interpreted to imply that the District must maintain any contractual relationship with Service Provider on a continuing basis after termination of this Agreement.

(5) The District will not be requested or demanded to assume any liability for the direct payment of any salary, wage, or other such compensation to any person employed by Service Provider to perform the services described in this Agreement.

(6) Service Provider shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the District.

b. The District represents and acknowledges the following:

(1) Service Provider is solely responsible for determining who, under the supervision or direction of Service Provider, will perform the services set forth in this Agreement.

(2) The District will not hire, supervise, or pay any employees or assistants working for Service Provider pursuant to this Agreement. Nothing contained in this Agreement shall prevent the District from hiring Service Provider's employees or assistants after termination of this Agreement.

(3) Nothing in this Agreement shall be interpreted to imply that Service Provider must maintain any contractual relationship with the District on a continuing basis after termination of this Agreement.

(4) It is the sole responsibility of Service Provider to set the hours in which Service Provider performs or plans to perform the services set forth in this Agreement.

(5) Service Provider is not required to devote full time to the business operations of the District in order to perform the services set forth in this Agreement.

(6) Unless deemed necessary under certain circumstances, Service Provider is not required to perform the services set forth in this Agreement at District Hall or on District-owned property.

(7) Nothing in this Agreement shall be interpreted to preclude Service Provider from working for other persons or firms, provided that such work does not create a conflict of interest.

## **Section 9.**

## **NOT AGENT OF THE DISTRICT**

a. Nothing contained in this Agreement shall be deemed, construed, or represented by the District or Service Provider or by any third person to create the relationship of principal and agent.

b. Service Provider shall have no authority, express or implied, to act on behalf of the District in any capacity whatsoever as an agent, nor shall Service Provider have any authority, express or implied, to bind the District to any obligation whatsoever.

**Section 10.                  LICENSES AND PERMITS**

Service Provider represents that it has obtained and will maintain at all times during the initial Term, and (if applicable, during any Option Periods) of this Agreement all business licenses, including but not limited to a District business license, certifications, or permits necessary for performing the services described in this Agreement.

**Section 11.                  WARRANTY**

Service Provider agrees to perform all services required by this Agreement in a workmanlike competent and satisfactory manner in accordance with the standards prevalent in the industry for such services.

**Section 12.                  FAMILIARITY WITH WORK**

Should Service Provider discover any latent or unknown conditions materially differing from those inherent in the services or as represented by the District, Service Provider shall immediately inform the District of such fact and shall not provide any services, except at Service Provider's risk, until written instructions are received from **INSERT DEPT. HEAD NAME AND TITLE**, or his designee.

**Section 13.                  CONFLICTS OF INTEREST**

Service Provider covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Service Provider's services under this Agreement. Service Provider further covenants that in the performance of services under this Agreement, no officer, employee or agent of Service Provider having such an interest shall be employed by it. In the event the District determines that Service Provider must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Service Provider shall file such Form 700 with the District Clerk's Office pursuant to the written instructions provided by the District Clerk.

**Section 14.                  COMPLIANCE WITH LAWS**

Service Provider shall comply with all local, state, and federal laws and regulations applicable to the services to be rendered hereunder, including any rule, regulation, or bylaw governing the conduct or performance of Service Provider or its employees, officers, or board members.

**Section 15.**                    **COMMERCIAL GENERAL AND  
AUTOMOBILE LIABILITY INSURANCE**

a.        Service Provider shall procure and maintain at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods), commercial general liability insurance, of not less than Two Million Dollars (\$2,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Service Provider or its officers, employees, servants, volunteers, and agents and independent Proposers.

b.        Service Provider shall further procure and maintain, at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods) commercial vehicle liability insurance covering personal injury and property damage, of not less than Two Million Dollars (\$2,000,000) combined single limit, covering any vehicle utilized by Service Provider or its officers, employees, servants, volunteers, agents and independent Proposers in performing the services required by this Agreement.

**Section 16.**                    **WORKERS' COMPENSATION INSURANCE**

a.        Service Provider shall procure and maintain at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods), workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law.

b.        If any class of employees employed by the Service Provider pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Service Provider shall provide adequate insurance for the protection of such employees to the satisfaction of the District.

**Section 17.**                    **RESERVED**

**Section 18.**                    **ADDITIONAL INSURED**

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, all insurance policies, except for the Workers' Compensation policy, shall be endorsed to name the District and its officers, employees, servants, volunteers, agents and independent Proposers, including, without limitation, the District Attorney, as Additional Insureds.

**Section 19.**                    **WAIVER OF SUBROGATION RIGHTS**

Service Provider shall require the carriers of all required insurance policies to waive all rights of subrogation against the District and its officers, employees, servants, volunteers, agents, and independent Proposers and subProposers. Each policy of insurance shall be endorsed to reflect such waiver.

**Section 20.**                    **PROOF OF INSURANCE COVERAGE;  
REQUIRED ENDORSEMENTS**

a.        Service Provider shall secure from a good and responsible company or companies authorized to transact insurance business in the State of California, the policies of insurance

required by this Agreement and furnish to the District Clerk certificates of insurance evidencing the required coverage, and policy endorsements at least one (1) business day prior to the commencement of any services to be performed under this Agreement.

b. The policies and certificates of insurance shall be endorsed to provide that in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the District shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of cancellation for non-payment, ten (10) days advance written notice shall be given.

c. Each policy and certificate of insurance shall be endorsed to provide that the policy shall not be terminated or expire without first providing thirty (30) days written notice to the District of such termination or expiration.

d. Each policy and certificate of insurance shall be endorsed to provide that the policy will be maintained throughout the Initial Term, and (if applicable during any Option Periods) of this Agreement.

e. The commercial general liability and vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this Agreement, Service Provider's coverage shall be primary with respect to the District. Any insurance maintained by the District shall be in excess of Service Provider's insurance and shall not contribute with it."

f. The handling or use of hazardous materials, during the Term of this Agreement, pollution liability insurance of not less than One Million Dollars (\$1,000,000) is required.

**Section 21.                    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 services 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 services rendered or supplies actually furnished prior to the effective date of termination.

**Section 22.                    TIME OF THE ESSENCE**

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

**Section 23.                    INDEMNIFICATION**

a. Service Provider shall defend, indemnify, and hold harmless the District, its officers, employees, representatives, and agents, from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys

fees, for any personal injuries, deaths, or property damage (including property owned by the District), which may arise out of Service Provider's negligence or willful misconduct in the performance of the services described in this Agreement, unless such losses or damages are proven to be caused by the District's own negligence or willful misconduct, or that of its officers or employees.

b. The District does not and shall not waive any rights that it may have against Service Provider under this Section, because of the acceptance by the District, or the deposit with the District, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

**Section 24.                    REPORTS**

Upon request by **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, Service Provider shall prepare and submit reports to the District concerning Service Provider's performance of the services required by this Agreement.

**Section 25.                    RECORDS**

a. Service Provider shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable **INSERT DEPT. HEAD NAME AND TITLE**, 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. **INSERT DEPT. HEAD NAME AND TITLE**, 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 Service Provider hereunder shall be retained by Service Provider and made available to **INSERT DEPT. HEAD NAME AND TITLE**, 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 26.                    RESERVED**

**Section 27.                    CONFIDENTIALITY**

a. Any and all documents and information obtained from the District or prepared by Service Provider for the District shall be kept strictly confidential unless otherwise provided by applicable law. All District data, documents and information shall be returned to District upon termination of the Agreement.

b. Any drawings, specifications, reports, records, documents, or other materials prepared by Service Provider in the performance of services under this Agreement shall not be released publicly without the prior written approval of **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, or as required by applicable law.

c. Service Provider shall not disclose to any other entity or person any information regarding the activities of the District, except with the prior written approval of **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, or as required by applicable law.

**Section 28. PRINCIPAL REPRESENTATIVES**

a. **PROVIDER REPRESENTATIVE NAME AND TITLE**, is designated as the principal representative of Service Provider for purposes of communicating with the District on any matter associated with the performance of the services set forth in this Agreement.

b. **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, shall be the principal representative(s) of the District for purposes of communicating with Service Provider on any matter associated with the performance of the services set forth in this Agreement.

c. Either Party may designate another individual as its principal representative by giving written notice of such designation to the other Party.

**Section 29. MODIFICATIONS AND AMENDMENTS**

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

**Section 30. ENTIRE AGREEMENT**

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

b. This Agreement contains all of the covenants and agreements between the Parties with respect to the subject matter of this Agreement, and each Party to this Agreement 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.

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

**Section 31. 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 **Exhibits "A", "B"**, attached hereto for reference purposes and to the extent there are any ambiguities, inconsistencies or conflicts between the terms of this General Services Provider Standard Agreement and **Exhibits "A", "B"**, the terms of this General Services Provider Standard Agreement shall control and nothing set forth in **Exhibits "A", "B"**, shall be deemed to supersede any of the provisions of this General Services Provider Standard Agreement.

**Section 32.**

**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:

**DEPT. HEAD NAME AND TITLE**  
**REQUESTING Department**  
District  
14343 Civic Drive  
Victorville, CA 92392

To Provider:

**PROVIDER REP. NAME AND TITLE**  
**COMPANY NAME**  
**ADDRESS**  
**DISTRICT, STATE, ZIP**

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 33.**

**NON-LIABILITY OF DISTRICT OFFICERS  
AND EMPLOYEES**

No officer or employee of the District shall be personally liable to Service Provider, 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 Service Provider or to its successor(s), or for any breach of any obligation of the terms of this Agreement.

**Section 34.**

**REVIEW BY ATTORNEYS**

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

**Section 35.**

**WAIVER**

a. No waiver shall be binding unless executed in writing by the Party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of such provision or any of the remaining provisions of this Agreement.

**Section 36.**

**ASSIGNMENT**



This Agreement shall not be assigned by either Party without prior written consent of the other Party.

**Section 37. CARE OF WORK**

The performance of services by Service Provider or the payment of money by the District shall not relieve Service Provider from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the District, when such incomplete, inaccurate or defective work is due to the negligence of Service Provider.

**Section 38. 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 39. 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.

**Section 40. GENDER**

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 41. 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 42. 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 43. DEFAULT**

a. Failure or delay by any Party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the Party who is otherwise claimed to be in default by the other Party commences to cure, correct, or remedy the alleged default within fifteen (15) days after receipt of written notice specifying such default and shall diligently complete such cure, correction, or remedy, such Party shall not be deemed to be in default hereunder.



b. The Party claiming that a default has occurred shall give written notice of default to the Party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured Party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default by any Party to this Agreement may remain uncured for more than fifteen (15) days following written notice, as provided above, the injured Party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

**Section 44. 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 45. 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 46. ATTORNEYS' FEES**

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement, or as a result of any alleged breach of any provision of this Agreement, the prevailing Party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

**Section 47. EFFECTIVENESS OF AGREEMENT**

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

**Section 48. 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 49.**

**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.**

**THE DISTRICT**

**SERVICE PROVIDER**

By: \_\_\_\_\_  
**NAME AND TITLE**

By: \_\_\_\_\_  
**NAME & TITLE**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ADD ATTEST IF OVER \$50K**

By: \_\_\_\_\_  
**Jennifer Thompson,  
District Clerk**

Dated: \_\_\_\_\_

**THE DISTRICT**

**APPROVED AS TO STANDARD FORM:**

By: \_\_\_\_\_  
**Lee Brown,  
Risk Manager**

By: \_\_\_\_\_  
**Andre de Bortnowsky,  
District Attorney**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_