



## **Request for Qualifications (RFQ)**

### **On-call Water Well and Pump Maintenance Services for Arvin-Edison Water Storage District**

**Arvin, California**

March 17, 2026

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Companies wishing to be considered for this project should thoroughly read this RFQ.

#### **I. GENERAL DESCRIPTION AND REQUIREMENTS**

The Arvin-Edison Water Storage District ("District") owns and operates several groundwater wells and pump stations in connection with its operations.

The District desires to enter into an agreement with one or more water well and pump contractor(s) ("Contractor") which will provide the District with maintenance and repair of the District's groundwater production wells and pumps on an "on-call" basis.

Work is expected to begin with very short notice, which may be during weekends and nights. Typical services include, but are not limited to, installation, inspection, cleaning, repair, modification, and/or replacement of water well and pump infrastructure. Such infrastructure may include, but is not limited to, pump motors, pump bowls, pump bearings and housing shafts, pump shafts, pump and motor coupling seals, electrical connections, water flow meters, hour meters, well discharge piping, and well casings. Projects will be funded by District.

Contractor shall have extensive documented experience in the maintenance and repair of water wells and be capable of providing all necessary field and professional services for the Scope of Work as described in this RFQ. Compensation to Contractor under the agreement will be made by District. State of California prevailing wage rates will apply.

Please note, Contractor is responsible for compliance with all applicable laws including, but not limited to, the Labor Code, Public Contract code, and Government Code of the State of California. The District makes no representation as to the applicability or inapplicability of any laws regarding contracts, and especially the payment of prevailing wages thereunder. Contractor will not hold or seek to hold the District liable for any failure by Contractor to comply with any such laws, regardless of whether the District knew, could have known, or should have known as to the necessity of such compliance.

For the purpose of this project, the following definitions shall apply:

- DISTRICT is the Arvin-Edison Water Storage District.
- PROPOSER is a company which provides a submittal package in response to this RFQ.
- CONTRACTOR is the company selected by the District to provide services under agreement as described in this RFQ.

## **II. PROJECT ASSIGNMENT AND FEE PROPOSAL**

In the event that the District enters into agreements with more than one company, assignment of projects will be based on District discretion.

When a specific project is identified, the District will issue to Contractor a Request For Fee Proposal (RFP) letter providing the scope of work and desired completion dates of the project. Contractor shall then prepare a fee proposal and schedule and submit to the District for review. Failure of Contractor to respond in a timely manner may result in no further project assignments or in termination of the agreement.

Contractor's fee proposal shall be formatted in accordance with the instructions in the RFP letter. Unless specified otherwise in the request, the fee proposal shall be on a time and materials basis, with a not-to-exceed amount, in accordance with Contractor's Rate Schedule per the agreement. The not-to-exceed amount may be subsequently adjusted upon written approval by District. The fee proposal shall include a schedule of values for the various items purchased, the anticipated number of hours for each person and piece of equipment that will work on the project, their hourly billing rate, other reimbursable expenses, and the total estimated cost of the project.

Upon the District's acceptance of the proposal, a notice to proceed will be issued. If the District and Contractor are not able to agree upon the proposal for the project, or should Contractor not be able to complete the project within the timelines needed by the District, the District will inform Contractor that their proposal is rejected. The District will then request a proposal from another on-call contractor.

Under certain emergency situations Contractor may be verbally authorized by the District to proceed with the work before submittal of the fee proposal.

## **III. PREVAILING WAGE**

Pursuant to Chapter 1 of Part 7 Division 2 of the Labor Code (commencing with Section 1720), Contractor agrees that in performing work, by himself or through any subcontractor, eight hours labor shall be one (1) day's work and forty (40) hours labor shall be one (1) week's work, and that Contractor shall keep an accurate record showing the name and actual hours worked for all workers employed in said work, and that said record shall be kept open at all reasonable hours for inspection pursuant to Section 1812 of the Labor Code. Contractor and all subcontractors shall pay not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime to all workers employed in this project. The prevailing rate for each craft, classification or type of work is determined by the Director of the California Department of Industrial Relations. This schedule of prevailing rates is on file and available for inspection in the Public Works Department and through the Department of Industrial Relations' website <http://www.dir.ca.gov/DLSR/PWD/>. The schedule is incorporated herein by this reference. The District shall have the right to inspect payroll records during normal working hours and shall have the right to question workers at any time concerning the wages being paid. Contractor shall not interfere in any way with the District's right to investigate conformance with the wage provisions of this contract.

Proposer and all proposed subcontractors must have a current registration with the Department of Industrial Relations (DIR) at the time submittal packages are received,

otherwise submittal packages will be deemed non-responsive. Contractor and subcontractor must maintain registration with the DIR during the duration of the agreement, otherwise the agreement may be terminated.

#### **IV. COMPENSATION**

Contractor shall electronically send PDF invoices to the District. For long duration projects, invoices may be submitted on a monthly basis for the work performed. For short duration projects, a single invoice may be submitted at the end of the service provided. The invoices shall be in accordance with Contractor's fee proposal and shall be accompanied with a report itemizing the work completed in that period. The report shall include a description of activities performed, an estimate of the percent of work completed (if submitted monthly), and a summary of any problems encountered.

No compensation above the proposed not-to-exceed amount as specified in Contractor's fee proposal will be made to Contractor unless a revised fee proposal, along with written justification of increasing the not-to-exceed amount, has been submitted to and accepted by the District in writing.

#### **V. TYPICAL SERVICES TO BE PROVIDED BY CONTRACTOR (SCOPE OF WORK)**

Contractor shall provide all the services necessary to perform the work to the satisfaction of the District. Work shall be performed in accordance with all applicable State, Federal, and Local Laws and Ordinances; industry standards; and the District's plans, specifications, and standards.

Contractor shall have the resources necessary to respond to a call for service immediately, and if not an emergency situation, shall be able to submit a proposal within five (5) working days after receiving a RFP from the District, and shall be able to complete the project in a timely manner as shown on their project schedule submitted with their proposal.

Based on the needs of the assigned project, Contractor's work may include, but not be limited to:

- Field inspection of electric motors and well pumps;
- Cleaning and maintenance of electric motors and well pumps;
- Replacement of individual components or complete systems of electric motors and well pumps;
- Providing recommendations for general maintenance and future needs;
- Maintaining shop test and maintenance records for any work done;
- Cleaning and repairing well casings;
- Performing well video surveys;
- Producing estimates for the probable cost of repairs and/or replacements; and
- Providing other maintenance duties as requested by the District related to water resources.

**Guarantee.** Contractor shall guarantee that all work performed shall be free from faulty material and/or workmanship, and agrees to repair or replace, without cost and to the satisfaction of the District, all defects or imperfections appearing in the work for the period of no less than one (1) year from the date of final acceptance. Should the work fail to perform

as guaranteed, the cost of all consequent repairs to remedy the failure shall be paid for by Contractor and Contractor shall make such changes as necessary to meet the guarantees and further monitor the work to prove its guaranteed performance, all at no additional cost to the District.

When Contractor's work is complete and accepted by the District, all reports, sketches, documents, calculations, computer files, photos, reproducibles, recorded media, etc., used in the project shall become the property of the District, including their copyrights and any inherited interests.

## **VI. ITEMS AND SERVICES TO BE PROVIDED BY THE DISTRICT**

- A. The District will provide access to the project site and will assist Contractor to obtain right of entry to private properties if needed.
- B. The District will provide pertinent project documentation, if available, such as plans and specifications, record drawings, maintenance logs, photos, verbal history, calculations and estimates, etc.
- C. The District will provide all services required to plan, supervise, monitor, and finance the work except for the services to be provided by Contractor as set forth herein or specifically identified in the RFP.
- D. The District will provide a single point of contact during normal business hours and a 24-hour contact for after-hour communications.

## **VII. TIME SCHEDULE FOR ASSIGNED PROJECTS**

Contractor shall execute its work for the specified project in a timely manner in order to complete its assignment within the schedule approved by the District. Failure to respond by completing scheduled work in a timely manner may result in no further project assignments or in termination of the agreement.

## **VIII. PROPOSER'S TEAM AND MINIMUM QUALIFICATIONS**

***This invitation is open only to companies that are familiar with the District's standards/requirements and have staffed offices and yards within a 100-mile radius of the City of Arvin.***

Proposer shall be highly qualified and shall have the necessary experience, expertise, and licenses to provide on-call maintenance and repair services as described in this RFQ. Proposer shall have the following:

- A. A minimum five (5) years of experience in providing water resources related maintenance and repair services for public agencies, municipalities, or water purveyors;
- B. State of California Class "A", "C-57", and "C-61/D21" Contractor's Licenses;
- C. A Project Manager who will manage the work;
- D. A Foreman who will oversee the work in field;

- E. A minimum of ten (10) field persons who will be performing the work;
- F. Adequate construction equipment in good repair; and
- G. Professional office staff.

The District does not require nor expect that Proposer have subcontractors on their team. However, if subcontractors are elected to be used to perform work, such subcontractors shall be properly licensed and insured.

## **IX. SUBMITTAL REQUIREMENTS**

- Proposers must include in their submittal package the following items:
- Proposer's SOQ (refer to Section X – Statement of Qualifications), including a statement of insurance coverage signed by a company official. The SOQ should not exceed fifteen (15) pages. Resumes will not be counted toward the fifteen (15) page maximum.
- One (1) signed copy of the "General Information Sheet" (refer to Attachment RFQ-1)
- One (1) signed copy of the sample agreement (refer to Section XIII – Contract Documents and Attachment RFQ-2)

**The submittal items must be emailed before the date and time stated in the *Notice to Water Well and Pump Contractors* to [email] with the subject title:**

*[Company Name] – SOQ for On-call Water Well and Pump Maintenance Services*

The District assumes no responsibility for non-receipt of submittal packages due to any delay.. It is Proposer's responsibility to meet the deadline stated above.

Submittals that do not contain all the information requested in this RFQ may be considered non-responsive and rejected without evaluation.

Submittals received after the deadline or at the wrong location may be considered non-responsive. All submittals become the property of the District and will not be returned.

## **X. STATEMENT OF QUALIFICATIONS**

Proposers shall submit a Statement of Qualifications (SOQ) which shall not exceed fifteen (15) pages (excluding resumes) and shall contain at a minimum the following information:

- A. Proposer's and proposed subcontractor's Contractor's Licenses and DIR numbers.
- B. A statement of Proposer's knowledge and expertise in water resources projects.
- C. A statement of Proposer's management principles and procedures and how they will be applied to work performed under the agreement in regard to:
  - 1. Development of a project construction schedule and adhering to that schedule;
  - 2. Establishment of a cooperative relationship with the District, any other contractors or consultants hired by the District; and
  - 3. Complete and successful performance of all tasks assigned to Contractor.
- D. Name and relevant experience of Proposer's Project Manager who will manage the work.

- E. Name and relevant experience of Proposer's Foreman who will oversee the work in field.
- F. Quantity and relevant experience of Proposers field persons who will be performing the work.
- G. List and condition of Proposer's relevant equipment.
- H. Quantity and relevant experience of office personnel.
- I. A list of all current projects, including the amount of Proposer's resources allocated to those projects and the completion date of Proposer's work at that level of allocation.
- J. An example of Proposer's project deliverables such as communication emails, invoices, job reports, project estimates, etc.
- K. A list of water resources related projects on which Proposer has been involved during the past five (5) years. The list should include at least four different clients and should provide the following information for each project:
  - 1. Project title, location, and description including size of the project;
  - 2. Nature of Proposer's responsibility;
  - 3. Start and end dates of Proposer's involvement in the project;
  - 4. Names of Proposer's key personnel involved in the project;
  - 5. Total dollar amount of Proposer's contract;
  - 6. Name, address and phone number of the project owner;
  - 7. Name and address of Proposer's client if different from the project owner; and
  - 8. Name and phone number of contact person at Proposer's client's office.
- L. A statement of Proposer's approach in working within the allocated time schedule and budget. Include examples of how this approach was proven effective in past projects for the District or other governmental agencies.
- M. A statement of Proposer's availability to respond to requests for services on short notice.
- N. A statement of why Proposer believes it should be selected for this project.
- O. A list of all subcontractors that Proposer may be utilizing for this project. This list shall include the following information for each proposed subcontractor:
  - 1. Name, address, and phone number for subcontractor's office that will be performing work on the project;
  - 2. Name and relevant experience for subcontractor's key employees that will be working on this project; and
  - 3. Description of work that the subcontractor will perform on the project.
- P. A list of Proposer's claims history in the last five (5) years in accordance with the following:
  - 1. A list of all claims, demands for arbitration and/or, law suits filed by Proposer, predecessor companies, or company officers against project owners or their agents. This list shall include the following information for each claim:
    - a. Name of project owner
    - b. Project completion date
    - c. Basis for claim
    - d. Claim or suit amount

- e. Current status
  - f. Award or settlement amount
2. A list of all claims, demands for arbitration, and/or lawsuits filed by project owners, their agents, or subcontractors against Proposer, predecessor companies, its agents, or bonding company in connection with Proposer, its officers, its agents, or bonding company. This list shall include the following information for each claim:
    - a. Name of project owner
    - b. Project completion date
    - c. Basis for claim
    - d. Claim or suit amount
    - e. Current status
    - f. Award or settlement amount
- Q. A statement of Proposer's current insurance coverage signed by a company official. Do not submit a certificate of insurance in lieu of this statement. The District requires a minimum of Two Million Dollars (\$2,000,000) Professional Liability Insurance, Automobile Liability Insurance, General Liability Insurance, and Workers' Compensation Insurance. If the current coverage does not meet the District's minimum requirements, a statement of Proposer's ability and intent to obtain the required coverage must be included.
- R. Additional information Proposer deems necessary for the District to complete its evaluation of Proposer based on the criteria described in Section XI – Selection of Contractor(s).
- S. Brief resumes of Proposer's Project Managers and Foremen.

## **XI. SELECTION OF CONTRACTOR(S)**

Proposers must provide in their submittal package verifiable evidence demonstrating that they have considerable current and past experience in providing on-call maintenance services in the field of water resources as described in this RFQ.

In no particular order, Proposers will be evaluated and selected based on the following:

- A. Proposer's availability and experience with similar kinds of work
- B. Qualifications and experience of Proposer's Project Manager, Foremen, and field persons.
- C. Proposer's resources, response times, and its capability to perform the required services within the required time frames and budgets.
- D. Proposer's construction equipment.
- E. Proposer's submittal and subjective statements.
- F. Proposer's past performance on District projects (a neutral score will be assigned to Proposers with no past experience with the District).

The top ranked Proposer(s) will be contacted by the District to provide a Rate Schedule, and if said Rate Schedule is agreed upon, the District will award the contract to the top ranked Proposer(s).

## **XII. SOLICITATION CAVEAT**

Proposer and its subcontractors understand and agree that the District shall have no financial responsibility for any costs incurred by Proposer and its subcontractors in responding to this RFQ and the District shall not be liable for any of Proposer's or its subcontractors' costs attributed to their own study and investigation in regards to this RFQ. The District shall also have no financial responsibility for any costs incurred by Contractor until Contractor has executed an agreement with the District and has been authorized in writing to proceed. The District reserves the right to terminate this RFQ at any time.

The submission of a proposal shall be conclusive evidence that Proposer and its subcontractors have investigated and satisfied themselves as to the conditions to be encountered; the character, quality, and scope of work to be performed; and any ordinance requirements of the District.

## **XIII. CONTRACT DOCUMENTS**

A sample copy of the District's ON-CALL WATER WELL AND PUMP MAINTENANCE SERVICES AGREEMENT is included with this RFQ as Attachment RFQ-2. Please review the agreement carefully. This is the agreement Contractor will be expected to execute without alteration. If any changes are desired, Proposer must submit a copy of the requested modifications to the District for approval at least ten (10) calendar days prior to the date that submittal packages are due. If approved, the District will then issue the changes to all prospective Proposers via addendum prior to the due date. The District will not approve requested modifications to the insurance clause nor the indemnity clause of the agreement.

An officer of Proposer must sign and return the "Sample Agreement Acceptance" clause located on the last page of the agreement and return the sample ON-CALL WATER WELL AND PUMP MAINTENANCE SERVICES AGREEMENT, which is attached to this RFQ, as part of Proposer's submittal package. The clause states:

"I have received and reviewed the entire sample ON-CALL WATER WELL AND PUMP MAINTENANCE SERVICES AGREEMENT, which was attached to the RFQ. My signature below shall signify our company's acceptance of said agreement if our company is selected for award of services as described in said RFQ. This acceptance is made with the understanding that blanks in the sample agreement, where appropriate, will be modified."

The signature indicates that Proposer accepts all clauses of the agreement, with the understanding that blanks in the sample agreement, where appropriate, will be modified. Failure to execute the agreement without alteration may result in the rejection of Proposer's submittal and retaining of a different Proposer by the District.

Contractor's Rate Schedule will be attached to the agreement. The Rate Schedule shall be applicable to all items of work performed under the agreement and may be adjusted annually every March 1.

At the time of contract execution, Contractor will be required to provide evidence of insurance coverage (Certificates of Insurance) as specified in the agreement.

#### **XIV. CONTACTS AT THE ARVIN-EDISON WATER STORAGE DISTRICT**

All questions concerning this RFQ, the District's review and evaluation of the submittal packages, and the District's selection of Contractor(s) must be submitted in writing, at least seven (7) calendar days before the submittal packages are due, to:

Samuel Blue  
Arvin-Edison Water Storage District  
Email: [sblue@aewsd.org](mailto:sblue@aewsd.org)

#### **XV. ATTACHMENTS**

The following documents are attachments to this RFQ:

- Attachment RFQ-1, General Information Sheet
- Attachment RFQ-2, Sample Agreement



## General Information Sheet

On-call Water Well and Pump Maintenance Services for  
Arvin-Edison Water Storage District

Arvin, California

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

Legal Name of Company:

\_\_\_\_\_  
\_\_\_\_\_

Type of Organization:

\_\_\_\_\_  
\_\_\_\_\_

If a corporation, state in which the company is incorporated: \_\_\_\_\_

Federal Employer I.D. Number: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

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Name of Principal, Title, License Number

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Signature of Officer of the Company	Title	Date
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## ON-CALL WATER WELL AND PUMP MAINTENANCE SERVICES AGREEMENT

This **ON-CALL INDEPENDENT CONTRACTOR'S AGREEMENT** ("Agreement") is made and entered into on \_\_\_\_\_, ("Effective Date"), by and between the **ARVIN-EDISON WATER STORAGE DISTRICT**, a California Water Storage District, (the "DISTRICT") and \_\_\_\_\_ (*a California Corporation, Hawaii Corporation, Delaware Corporation, Individual, etc.*) and authorized to conduct business in California ("CONTRACTOR").

### R E C I T A L S

**WHEREAS**, the DISTRICT issued a Request for Qualifications ("RFQ"), attached as **Exhibit "A"** and incorporated herein by reference, for **ON-CALL WELL AND PUMP MAINTENANCE SERVICES** for the DISTRICT; and

**WHEREAS**, after reviewing the RFQ and being satisfied that it understands the requirements, CONTRACTOR has submitted a Statement of Qualifications ("SOQ") and a Rate Schedule in response to the RFQ, said SOQ and Rate Schedule are incorporated herein by reference, and said Rate Schedule is attached as **Exhibit "B"**; and

**WHEREAS**, CONTRACTOR represents that it is experienced in providing construction services in the field of water resources as required by the RFQ and that CONTRACTOR is properly licensed to perform such work as described in the RFQ; and

**WHEREAS**, CONTRACTOR also represents that it has an adequate number of properly trained and experienced employees on its staff to accomplish the Scope of Work, as defined below, and that it is competent to undertake the Scope of Work; and

**WHEREAS**, based on these representations and all other representations made by CONTRACTOR to the DISTRICT, the DISTRICT desires to retain CONTRACTOR to perform the Scope of Work.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, the DISTRICT and CONTRACTOR mutually agree as follows:

1. **SCOPE OF WORK.** In exchange for the Compensation (defined below), CONTRACTOR must competently and thoroughly provide water well and pump maintenance services on an on-call basis for DISTRICT-identified projects. The Scope of Work shall be in accordance with the DISTRICT's RFQ; the DISTRICT's Request for Proposal (RFP) for a specific project, which is yet to be prepared; and CONTRACTOR's Proposal prepared for a specific project, which is yet to be prepared. The DISTRICT's yet to be prepared Request for Proposal(s) and CONTRACTOR's yet to be prepared Proposal(s) are incorporated herein by reference as though fully set forth.

CONTRACTOR's services shall include all the procedures necessary to properly complete the task CONTRACTOR has been called upon to perform, whether specifically included in the Scope of Work or not.

If DISTRICT desires that CONTRACTOR perform additional work beyond the scope of work in the RFP and if DISTRICT and CONTRACTOR cannot agree upon the cost, or schedule extension, for the additional work, DISTRICT reserves the right to self-perform or contract with a third party for the additional work. CONTRACTOR shall coordinate their activities with the third party. No additional payment shall be made for lost profits or for coordination of the work. DISTRICT will make a reasonable effort to coordinate the work of the third-party to minimize disruptions to CONTRACTOR's efforts.

2. **COMPENSATION/PAYMENT PROCEDURE.** Compensation for all work, services, or products called for under this Agreement shall consist of payments in the amounts outlined in CONTRACTOR's Proposal(s) for specific projects; said payments shall be paid in accordance with CONTRACTOR's Rate Schedule, which said Rate Schedule may be adjusted annually every March 1, with a minimum of sixty (60) day notice.  
  
The DISTRICT will pay CONTRACTOR within 45 days after CONTRACTOR submits an itemized invoice for the portions of the Scope of Work completed and that invoice is approved by the DISTRICT. The Compensation will be the total amount paid to CONTRACTOR for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. The DISTRICT will pay no other compensation to CONTRACTOR unless otherwise agreed to in writing by the parties.
3. **TERMINATION.** Either party may terminate this Agreement after giving the other party written notice, as provided herein, ten days before the termination is effective.
4. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all applicable ordinances and State and Federal statutes, rules, or regulations, and permitting requirements now in force or which may hereafter be in force.
5. **INDEPENDENT CONTRACTOR.** This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the DISTRICT for any purpose and is not entitled to any of the benefits provided by the DISTRICT to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.
6. **DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.
7. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
8. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by the DISTRICT. No work will be authorized before the date first written above.
9. **KEY PERSONNEL.** CONTRACTOR shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed and have the

experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience performing work similar to the Scope of Work. The DISTRICT reserves the right to approve key personnel. Once the key personnel are approved, CONTRACTOR shall not change such personnel without the DISTRICT's written approval.

10. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth herein.
11. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, partnership, or limited liability company, at least one officer, partner, member, or key employee shall hold the required licenses or professional degrees.
12. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.
13. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
14. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.
15. **DISPUTE RESOLUTION—PUB. CONT. CODE, § 9204.** If CONTRACTOR desires to assert a claim against the DISTRICT for (1) a time extension, including, without limitation, for relief from damages or penalties for delay; (2) payment by the DISTRICT of money or damages arising from work done by, or on behalf of, CONTRACTOR pursuant to this Agreement, and payment for which is not otherwise expressly provided or to which CONTRACTOR is not otherwise entitled; or (3) payment of an amount that is disputed by the DISTRICT, the dispute resolution procedure shall be as provided in Public Contract Code section 9204.

Section 9204 provides:

(a) *The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.*

(b) *Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.*

(c) *For purposes of this section:*

(1) *“Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:*

(A) *A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.*

(B) *Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.*

(C) *Payment of an amount that is disputed by the public entity.*

(2) *“Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.*

(3)(A) *“Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.*

(B) *“Public entity” shall not include the following:*

(i) *The Department of Water Resources as to any project under the jurisdiction of that department.*

(ii) *The Department of Transportation as to any project under the jurisdiction of that department.*

(iii) *The Department of Parks and Recreation as to any project under the jurisdiction of that department.*

(iv) *The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.*

(v) *The Military Department as to any project under the jurisdiction of that department.*

(vi) *The Department of General Services as to all other projects.*

(vii) *The High-Speed Rail Authority.*

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures

*outside this section.*

*(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.*

*(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.*

*(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.*

*(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.*

*(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.*

*(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.*

*(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.*

*(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.*

*(g) This section applies to contracts entered into on or after January 1, 2017.*

*(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.*

*(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.*

16. **DISPUTE RESOLUTION—Other.** Disputes other than those described in the preceding paragraph shall be handled in accordance with this Paragraph. In an effort to resolve any disputes that arise in connection with CONTRACTOR's services for DISTRICT under this Agreement, DISTRICT and CONTRACTOR agree to first make a good faith attempt to resolve all disputes through direct negotiation of the parties, which period of negotiation need not exceed thirty (30) days from the date of request for negotiation by either party. Any disputes remaining unresolved may then be submitted to mediation and/or arbitration, if mutually agreed to by the parties, or adjudicated in a court of competent jurisdiction to adjudicate such disputes. The parties agree that any disputes not resolved by negotiation shall be decided, whether by mediation, arbitration or legal action in court, under and in accordance with the laws of the State of California. All dispute resolutions pursuant to this section shall occur in the County of Kern.

17. **INSURANCE.**

17.1 **Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, CONTRACTOR must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

17.1.1 **Automobile liability insurance,** providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$2,000,000 per occurrence.

17.1.2 **Commercial general liability insurance,** unless otherwise approved by the DISTRICT, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$2,000,000 per occurrence. The policy must:

17.1.2.1 Provide contractual liability coverage for the terms of this Agreement;

17.1.2.2 Provide products and completed operations coverage;

17.1.2.3 Provide premises, operations, and mobile equipment coverage; and

17.1.2.4 Contain an additional insured endorsement in favor of the DISTRICT and its directors, officers, general manager, agents, employees, and designated volunteers.

17.1.3 **Workers' compensation insurance** with limits of not less than

\$2,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to the DISTRICT the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, CONTRACTOR is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of the DISTRICT and its directors, officers, general manager, agents, employees, and designated volunteers.

**17.2 General Provisions Applying to All Insurance Types.**

- 17.2.1 All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to the DISTRICT's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 17.2.2 All policies required of CONTRACTOR must be primary insurance as to the DISTRICT and its directors, officers, general manager, agents, employees, and designated volunteers and any insurance or self-insurance maintained by the DISTRICT and its directors, officers, general manager, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.
- 17.2.3 The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating not less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by the DISTRICT in writing.
- 17.2.4 The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by the DISTRICT's written acceptance. All policies must provide that there

will be continuing liability thereon, notwithstanding any recovery on any policy.

**17.2.5** Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

**17.2.6** It is further understood and agreed by CONTRACTOR that its liability to the DISTRICT will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.

**17.2.7** Unless otherwise approved by the DISTRICT, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors, and all subcontractors must agree in writing to be bound by the provisions of this section.

- 18. THIRD PARTY CLAIMS.** In the case of public works contracts, the DISTRICT will timely notify CONTRACTOR of third party claims relating to this Agreement. The DISTRICT shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.
- 19. INDEMNITY.** CONTRACTOR shall indemnify, defend, and hold harmless the DISTRICT and the DISTRICT's officers, directors, general manager, agents, employees, and designated volunteers against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused (directly or indirectly) by the acts or omissions (whether active or passive) of CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for the DISTRICT's sole active negligence or willful misconduct.
- 20. ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
- 21. ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at

CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to the DISTRICT and its representatives upon request at any time during regular business hours.

22. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
23. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
24. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
25. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
26. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.
27. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
28. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
29. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
30. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the DISTRICT and signed by all the parties.
31. **NON-INTEREST.** No DISTRICT officer or employee shall hold any interest in this Agreement (California Government Code section 1090).

32. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

**DISTRICT: ARVIN-EDISON WATER STORAGE DISTRICT  
20401 E. Bear Mountain Blvd.  
Arvin, California 93203**

**CONTRACTOR:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

33. **RESOURCE ALLOCATION.** All DISTRICT obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the DISTRICT.

34. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become DISTRICT property.

35. **TAX NUMBERS.**  
CONTRACTOR's Federal Tax ID Number \_\_\_\_\_  
CONTRACTOR is a corporation?      Yes       No   
(Please check one.)

[Signatures on Following Page]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written above.

"DISTRICT"  
**ARVIN-EDISON WATER STORAGE DISTRICT**

"CONTRACTOR"

By: \_\_\_\_\_  
**JEEVAN MUHAR**  
CEO

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Lic. No.: \_\_\_\_\_

Classification: \_\_\_\_\_

**SAMPLE AGREEMENT ACCEPTANCE**

I have received and reviewed the entire sample ON-CALL WATER WELL AND PUMP MAINTENANCE SERVICES AGREEMENT, which was attached to the RFQ. My signature below shall signify our company's acceptance of said agreement if our company is selected for award of services as described in said RFQ. This acceptance is made with the understanding that blanks in the sample agreement, where appropriate, will be modified.

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

Attachments:      Exhibit "A" – RFQ  
                            Exhibit "B" – Contractor's Rate Schedule