

AGREEMENT

DIR PROJECT #: 20240527525

THIS AGREEMENT made this 10 day of JULY, 2024, by and between the MISSION SPRINGS WATER DISTRICT hereinafter called "Owner", and **L.O. Lynch Quality Wells & Pumps, Inc.** doing business as _____*, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, it is agreed that:

1. The Contractor will commence and complete the construction of **"On-Call Well and Booster Maintenance and Repair Services"**.
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. The Contractor will commence the Work required by the Contract Documents on or before the date specified to commence Work in the Notice to Proceed and will complete the same by **June 30, 2025**, unless the period for completion is extended otherwise by the Contract Documents.
4. Owner and Contractor have discussed the provisions of Civil Code 1671 and the damages that may be incurred by Owner if the Work is not completed within the time specified in this Agreement. Owner and Contractor hereby represent that at the time of signing this Agreement, it is impracticable and extremely difficult to fix the actual damage that will be incurred by Owner if the Work is not completed within the number of calendar days allowed. Accordingly, Owner and Contractor agree that the sum of \$500 per day is a reasonable sum to assess as damages to Owner by reason of the failure of Contractor to complete the Work within the time specified.
5. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of **\$150,000.00** or as shown in the Bid Schedule; subject to additions and deductions, if any, in accordance with said documents.

* Insert "a corporation", "a partnership", or "an individual", as applicable.

Payment shall not be made more often than once every thirty (30) days. Final payment shall be made thirty-five (35) days subsequent to the filing of Notice of Completion. Contractor may upon written request, and at his sole expense after approval by the Board of Directors, deposit substitute securities referenced in Government Code Section 16430, or bank or savings and loan certificates of deposit, as authorized by Public Contract Code Section 22300 in lieu of retention monies withheld to ensure performance.

6. The term "Contract Documents" means and includes the following:
- a. Advertisement for Bids
 - b. Information for Bidders
 - c. Bid
 - d. Bid Bond
 - e. Federal Provisions
 - f. Agreement
 - g. Payment Bond
 - h. Contract Performance Bond
 - i. Notice of Award
 - j. Notice to Proceed
 - k. Change Orders
 - l. General Conditions
 - m. Supplemental General Conditions
 - n. Special Conditions and Detailed Technical Provisions and Standard Drawings and Details
 - o. Drawings prepared for Mission Springs Water District
 - p. Addenda:

No. _____, dated _____, 2024

No. _____, dated _____, 2024

No. _____, dated _____, 2024

7. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, 3132 BRADSHAW ROAD, POST OFFICE BOX 2600, SACRAMENTO, CALIFORNIA 95826.

9. Should any litigation or arbitration be commenced between the parties hereto concerning said project, any provision of this Contract, or the rights and obligations of either in relation thereto, the party, Owner or Contractor, prevailing in such litigation shall be entitled, in

addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation, and costs.

10. Pursuant to Section 1770, and following, of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the Owner, which copies shall be made available to any interested party on request. The successful bidder shall post a copy of such determination at each job site.
11. This project is subject to the State of California "Prevailing Wage Rates". This project is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the bid specifications. All pertinent wage determinations shall be posted on the jobsite. If federal funding is included in the project, the higher of the State and Federal wage rates shall be used.

Pursuant to SB854, no contractor or subcontractor may work on a public works project unless registered with DIR for contracts awarded on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are DIR registered. All public works contractors and subcontractors to furnish Certified Payrolls and related records to the Agency's representative and shall also furnish electronic certified payroll records directly to the Labor Commissioner using the DLSE's online portal.

12. Any sub-tier Contracts resulting from this contract must contain the same contractual language as the original contract.
13. Contractor agrees to and shall indemnify and hold the Owner, its officers, employees and agents free and harmless from all claims, actions, damages and liabilities of whatsoever kind, nature or sort, arising from death, personal injury, property damage or other cause asserted or based upon any negligent act or omission of Contractor, its employees, agents, invitees, or any subcontractor of Contractor relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement. As part hereto of the foregoing indemnity, Contractor agrees to protect and to defend at its own expense, including attorney's fees, Owner and City of Desert Hot Springs, their officers, agents and employees from any and all legal action based upon any negligent acts or omissions of the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

(SEAL)

ATTEST:

Name

Dori Petee

(Please Type)

Title

Executive Assistant

OWNER:

MISSION SPRINGS WATER DISTRICT

By

Brian E. Macy

Name Brian E. Macy, P.E.

(Please Type)

Title General Manager

CONTRACTOR:

By

Emil Worm

Name

Emil Worm, President

(Please Type)

Address

856 W 7th Street
San Jacinto, CA 92582

Contractor's License No.

740156

CORPORATE CERTIFICATE

I, Kenneth S. Swarthout, certify that I am the _____
Secretary of the Corporation named as CONTRACTOR in the foregoing contract; that
Emil Worm, who signed said contract
on behalf of the CONTRACTOR was then President of said corporation;
and that said contract was duly signed for and in behalf of said corporation by authority of its
governing body and is within the scope of its corporate powers.

Kenneth S. Swarthout
Kenneth S. Swarthout, Sec
Lo Lynch Quality Well &
Pumps Inc.

(SEAL)

ATTEST:

Mike Nichols
Name mikenichols
(Please Type)

Title Controller

REQUEST FOR PROPOSALS
FOR
ON-CALL WELL MAINTENANCE AND REPAIR SERVICES



RFP Issue Date: January 5, 2022

Proposal Submittal Due Date:

February 1, 2022 at 2:00 p.m.

Mission Springs Water District
66575 2nd Street
Desert Hot Springs, CA 92240



Request for Proposals On-Call Well Maintenance and Repair Services

NOTICE IS HEREBY GIVEN that the Secretary of the MISSION SPRINGS WATER DISTRICT, hereinafter referred to as "MSWD", on behalf of and as authorized by the Board of Directors of MSWD, will receive electronic sealed proposals for the **"On-Call Well Maintenance and Repair Services"** consisting of public works improvements as described below. Proposal's will be received via the Project's Portal in Planet Bids up to the hour of **2:00 p.m. (Pacific Time), February 1, 2022**, and then will be evaluated and announced in the Project's Portal. Said proposal's will thereafter be referred to the Board of Directors for consideration at a meeting of the Board of Directors.

Copies of the Request for Proposals may be examined and obtained by visiting the District's Project's bid portal on the Planet Bids Website at,

<https://pbsystem.planetbids.com/portal/39653/portal-home>.

MSWD is requesting proposals (Proposals) from qualified contractors (Respondents) for On-Call Well Maintenance and Repair Services.

The purpose of the Proposal is to demonstrate the qualifications, competence, and capacity of the Respondent to perform the work or provide the services described in this RFP. The Proposal should demonstrate the qualifications of the Respondent and of the particular staff to be assigned to this project.

The successful Respondent will be expected to execute a Contract Services Agreement with MSWD included as Attachment A to this RFP without modification of the terms and shall be required to submit insurance certificates and endorsements.

1. INTRODUCTION

1.1 Mission Springs Water District

MSWD was established in 1953 and was formerly known as Desert Hot Springs County Water District. MSWD's water service area consists of 135 square miles including the City of Desert Hot Springs, 10 smaller communities in Riverside County, and communities in the City of Palm Springs. MSWD's water supply source is 100 percent groundwater produced from MSWD-owned and operated wells. MSWD provides water service to approximately 37,600 people in their water service area. MSWD also provides sewer service to approximately 26,000 people in Desert Hot Springs, Desert Crest Country Club, and Dillon Mobile Home Park.

MSWD offices are located in Desert Hot Springs, California. MSWD water supply and distribution system includes three separate and distinct water supply and distribution systems with the largest of the three systems serving the community of Desert Hot Springs; the surrounding communities of West Garnet (located south of Interstate 10 (I-10) and West of Indian Avenue); and North Palm Springs. The two smaller systems, Palm Springs Crest

System and West Palm Springs Village System, are located approximately five miles west of Desert Hot Springs. These two communities are located on the north side of I-10 abutting the Morongo Indian Reservation.

1.2 Project Description

MSWD is seeking proposals from qualified contractors that are interested in providing MSWD with professional well and pump maintenance and repair services. The intent of this RFP is to select one or two experienced contractors to provide well, pump, and motor maintenance and repair services for MSWD's 13 production wells and nine monitoring wells. The contractors may also be requested to perform routine, preventative, and annual maintenance on the wells, pumps, and motors. The contractor shall be a licensed (A) General Engineering Contractor or (C-57) Well Drilling Contractor in the State of California and must maintain an active license throughout the duration of the contract.

The successful contractors shall be able to mobilize within 24 to 48 hours in the case of an emergency and perform all work as requested by MSWD. Some services may include, but are limited to, repair, removal, installation, rehabilitation, or replacement of pumps, well columns, base plates, lube assembly, and other equipment associated with wells, pumps, and motors.

1.3 Project Schedule

The initial term is anticipated to be from March 2022 to June 30, 2023. MSWD will have the option, at its sole discretion, to extend the agreement and negotiate a revised price, if any, for up to three (3) additional one-year terms. If the parties are unable to reach an agreement, MSWD, at its sole discretion, will not move forward with the renewal option and shall re-bid the work.

2. SCOPE OF REQUIRED SERVICES

2.1 Contractor Responsibilities

Contractor shall furnish all labor, equipment, materials, and supervision to provide maintenance services related to MSWD's water wells.

2.2 Intent

The intent of these specifications is to identify a qualified, experienced contractor to provide well, pump, and motor maintenance and repair services to inspect, remove, replace, repair, and install appurtenances as necessary for well, pump, and motor maintenance and repair services for MSWD's 13 production wells and nine monitoring wells. MSWD's intent is to enter into a contract with one or two Contractors for the provisions of these services on an "on call" or "as needed" time and materials basis. The Contractor may also be requested to perform routine, preventative, and annual maintenance on the water wells, well pumps, and motors.

2.3 Description of Project

This project is to provide maintenance and repair services for MSWD's 13 water wells and nine monitoring wells on an "on call", "as needed", time and material basis. Any and all performance pursuant to this contract(s) shall be on an "on call" or "as needed" basis. Any tasking shall be initiated solely by MSWD. Further, execution of a contract by MSWD does not in any way guarantee that any tasking or request for on-call services will be issued to any party.

With this maintenance and repair services contract, Contractor shall mobilize within 24 hours or as requested by and perform all work as requested by MSWD.

Pump and motor maintenance and repair services may include, but is not limited to, removal, inspection, repair, replacement, and installation, of well pumps and motors, and the furnishing of parts and labor in conjunction with such work.

The Contractor shall have the ability to conduct maintenance to potable water wells including, but not limited to, well columns, base plates, level transmitters, and water and oil lube assemblies.

MSWD may ask the contractor to submit an Annual Preventive Maintenance Schedule, including work to be performed, for MSWD's 13 potable wells and nine monitoring wells.

The contractor shall be a licensed (A) General Engineering Contractor or (C-57) Well Drilling Contractor in the State of California and must maintain an active license throughout the duration of the contract.

2.4 Scope of Work

Although MSWD is attempting to identify the limits and services required, this should not unnecessarily limit the Contractor in the development of a scope it believes is necessary to meet MSWD's goals and objectives.

The contractor shall furnish all material, labor, equipment, and supervision to perform the maintenance and repair as requested by MSWD. The Contractor shall perform such work in a thorough and professional manner.

MSWD's water system consists of 13 potable wells and nine monitoring wells.

On average, MSWD potable water well casings range from 12 inches in diameter to 20 inch in diameter and have depths that range from 400 feet to 1100 feet. Typical static water levels range from 150 feet to 550 feet with pump sets ranging from 150 feet to 800 feet. The pumping capacities of the pumps range from 125 gallons per minute (GPM) to 2,500 GPM. The pumps also range from 75 horsepower (HP) to 600 HP vertical turbine and submersible pumps. All pumps are oil lubricated except for two pumps that are water lubricated. Contractor must have the ability to extract and perform repairs to these pumps, as needed, with the same or

equal to components. Prior to installation of any equipment or materials, contractor shall submit to MSWD specifications and data sheets for approval. All submittals must be approved by MSWD prior to contractor ordering, installing, and using any materials.

MSWD will call the Contractor when a problem with a pump occurs. If on-site repairs are not possible, the Contractor and MSWD will make the determination if the pump needs to be pulled and sent in for inspection. From this inspection, contractor shall present to MSWD a proposal for parts and labor to make all necessary repairs. Any replacement parts or materials must be noted for approval by MSWD. All work sent out for outside service to a third party must also be noted in proposal. Contractor must submit this proposal in writing to MSWD. If MSWD agrees with the terms of the proposal, MSWD will then issue a Notice to Proceed (NTP) in writing for repairs to be made. No repairs shall be made until this NTP is issued to the Contractor.

The Contractor shall have the ability to perform vibration analysis testing, Dynamic Video Monitoring (DVM), and Spinner Logging. The Contractor shall have the ability to analyze the data from these tests to make recommendations to MSWD on well maintenance and repairs needing to be performed. These recommendations must be presented to MSWD in an official report detailing the findings. The recommendations from the Contractor for repairs to wells does not guarantee that the work will be performed or said Contractor will be chosen to perform the work recommended.

Should MSWD require the Contractor to perform scheduled preventive maintenance of the water wells, pumps, and motors, the Contractor will submit a schedule outlining the maintenance to be performed, when each well, pump, and motor will receive maintenance, and the length of time needed to complete the maintenance. The type of maintenance work to be performed as part of the scheduled preventive maintenance will be discussed with MSWD and then communicated in writing to the Contractor prior to any scheduled preventive maintenance occurring. The Contractor(s) will provide a cost estimate to MSWD prior to conducting the agreed upon services and receive approval from MSWD.

2.4.1 Special Equipment, Well Brushes, Bails

The Contractor shall provide a development rig with a spudder or walking beam. The development rig must include either a mechanical or hydraulically operated spudder or walking beam which, will automatically produce a reciprocating surging action in the well with a variable stroke length of 12-inch and not to exceed 36-inch and shall also be capable of a stroke frequency of up to 30 strokes per minute.

The Contractor shall provide nylon brushes for MSWD wire wrapped wells and steel cable wire brushes for MSWD louvered perforated wells, for (steel cable wire brush) brushes shall be installed in the barrel in a spiral design in order for the brush to rotate in the well when moved vertically within the well.

The Contractor shall provide bailers to accommodate well casing size. All bails shall be of proper width and length with a one-way valve at the bottom. This is to create a suction and surging action when moved vertically within the well which will further help with the maintenance and rehabilitation of well.

2.4.2 Deep Well Video Survey

Contractor shall be able to conduct a color video camera survey to the full depth of well after removal of the pump and after brushing and bailing MSWD wells and to record pre- and post-brushing conditions. The survey shall be conducted in the presence of a MSWD Representative.

The Contractor video camera shall have vertical down-hole and horizontal side scan viewing capability. Horizontal side-scan viewing shall be controllable to allow viewing at any angle within a 360-degree rotation.

The Contractor shall inject potable water into the well for a sufficient period of time to perform the video survey and provide greater clarity during the video survey. It will be the Contractor's responsibility to provide a clear picture acceptable to MSWD and its representative.

The Contractor shall provide MSWD with the original DVD, Thumb Drive, or SD Card immediately after the completion of the survey. In addition, a minimum of three (3) still glossy photographs (4 X 6) shall be taken and presented to MSWD representative. The areas to be photographed will be determined by MSWD representative.

2.4.3 Stuck Deep Well Vertical Turbine Pumps

If a deep well vertical turbine pump should become stuck and the extraction is halted, the Contractor shall make sufficient attempts with no less than a 50 ton "A" frame rig, to free the pump. If this is unsuccessful the Contractor shall develop alternative solutions for consideration. MSWD shall approve alternatives as deemed necessary and Contractor shall use reasonable skill in the presence of a MSWD representative, utilizing methods such as the use of air compressors for air lifting and/or hydraulic jacks before abandoning efforts to extract pump.

2.5 Level of Maintenance

All work shall be performed in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances.



Request for Proposals On-Call Well Maintenance and Repair Services

Standards and frequencies may be modified from time to time as deemed necessary by MSWD for the proper maintenance and repair of the wells, pumps, and motors.

If, in the judgment of MSWD, the level of maintenance is less than that specified herein, MSWD shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the Contractor and MSWD. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may, at MSWD's sole discretion, result in deduction of payment for that day, week, or month. Payment will be retained for work not performed until such time as the work is performed to MSWD standard.

The Contractor is required to correct deficiencies within the time specified by MSWD. If noted deficient work has not been completed, payment for subject deficiency shall be withheld and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

All work and general conditions shall be performed in accordance with the current Standard Specifications for Cal-OSHA, Public Works Construction (Green Book), the State Water Resources Control Board Health Guidelines, and the American Water Works Association (AWWA) Standards.

2.6 Workmanship and Supervision

Unless otherwise stated, Contractor shall be responsible to provide all labor and materials to allow for successful Project completion.

MSWD may choose to reimburse the Contractor for materials that need to be procured. These instances shall be analyzed on a case-by-case basis and reimbursement for materials will need to be agreed upon in the Contractor's letter proposal prior to the commencement of work.

Receipts shall be required for reimbursements for materials purchased for projects. MSWD reserves the right to specify what type of material and/or equipment will be purchased per project. All equipment and material purchases shall be preapproved by MSWD. The Contractor shall charge the actual cost of materials to MSWD plus a maximum of 15% for overhead costs associated with procurement of materials.

MSWD reserves the right to purchase materials directly and make them available to the Contractor. In the event MSWD exercises the option to purchase the materials, the following conditions will apply:

- Contractor shall conform to all MSWD practices and procedures.
- All MSWD purchases will be for the sole expressed use of and for MSWD.
- The Contractor shall secure, store, inventory, distribute and control all materials entrusted to the Contractor's representatives.

- All materials and inventories shall be made available to MSWD upon request. The Contractor will reduce the unit cost for each maintenance task by MSWD's actual cost for the materials provided and used.

Contractor represents and warrants to MSWD that he/she has, and will keep in effect at all times during the term of a contract with MSWD, all licenses, permits, professional qualifications, and approvals of whatever nature that are legally required to practice his/her trade.

Maintain all work sites free of hazards to persons and/or property resulting from the Contractor's operations. Any hazardous condition noted by the Contractor, which is not a result of the Contractor's operations, shall be immediately reported to MSWD.

Contractor shall be responsible for removing and cleaning any and all debris that occurs as a result of its operations as a result of services requested in this scope of work.

All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public and where applicable, comply with all safety standards required by CAL-OSHA. MSWD reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

The supervisor or person in charge and on site of any MSWD project shall have a smart phone capable of email.

At all times, the Contractor will ensure at least one English speaking person is on site of any MSWD assigned project.

2.7 Working Hours

Normal working hours shall be between the hours of 7:00 AM and 3:30 PM, Monday through Friday, unless otherwise stated by MSWD for emergency or standby services. The Contractor is subject to being contacted 24 hours a day, 7 days a week, 365 days a year to perform emergency repairs. These representatives for the Contractor shall respond to said emergency within two (2) hours from receiving notification. The Contractor shall notify MSWD immediately of any changes to the Contractor's representation.

2.8 Contractor's Office

The Contractor shall at all times provide MSWD notice of supervisor or person in charge of the project who shall be available throughout the project. The Contractor will provide MSWD with names and telephone numbers of at least two qualified persons available during emergency conditions and who shall be able to mobilize to the site within two hours notice.

Contractor is required to maintain personnel within a two (2) hour response time of the job site. Contractor shall respond to MSWD's request within two (2) hours and must be able to mobilize for all emergencies.

Unless otherwise stated by MSWD, there will be no on-site storage of equipment or materials on MSWD property or at the well sites. Contractor will have full responsibility for maintaining an office and a storage facility. All vehicles and equipment used in conjunction with the work shall be maintained in a neat, clean, orderly manner and shall be in good working order. MSWD may reject any vehicle or piece of equipment and order it removed if deemed unsafe.

2.9 Correspondence

All correspondence shall be addressed to either Field Operations Manager and/or Engineering Manager, Mission Springs Water District, 66575 Second Street, Desert Hot Springs, CA 92240.

2.10 Equipment

All vehicles and equipment used in conjunction with the work shall be maintained in a neat, clean, and orderly manner and shall be in good working order. MSWD may reject vehicles or equipment and order it removed at their discretion.

2.11 Street Closures, Detours, Barricades

Contractor shall be responsible for all traffic control and barricades necessary to perform the scope of work. Warning signs, lights, and devices shall be installed and displayed in compliance with the current edition of the "California Manual on Uniform Traffic Control Devices" (CA MUTCD) and "Work Area Traffic Control Handbook" (WATCHBOOK) for use in performance of work upon highways issued by the State of California, Department of Transportation.

2.12 Permits

The Contractor shall be responsible for obtaining permits where required by federal, state, or local agencies as it pertains to the work being conducted.

2.13 Project Administration

For all services requested, Contractor shall follow protocol established in this agreement. The Contractor shall then provide a letter proposal for services requested by MSWD (hereinafter referred to as the "Letter Proposal"). The Letter Proposal shall include the following:

- A detailed description of the services to be provided by the Contractor
- A detailed description of the services to be provided by an outside third party

- A detailed description of any replacement parts or materials
- The estimated cost, including breakdown, to complete the services
- A work schedule including commencement, project length, and expected completion date

MSWD will evaluate the Letter Proposal to ensure that services and costs proposed are commensurate with the expected level of service and rates/costs as outlined in Attachment C of the RFP. No services shall be provided until MSWD has provided written acceptance of the Letter Proposal. Once authorized to proceed, Contractor shall diligently perform the duties in the approved Letter Proposal in compliance with the proposed work schedule.

The Contractor will meet at least once per year with MSWD for a performance review and assessment of the quality of work performed.

2.14 Underground Excavations

The Contractor shall be responsible for locating all underground utility lines to ensure the safety of his/her work crew and to protect, in place, existing utility equipment before commencing any excavation. Contractor shall contact MSWD and Underground Service Alert (www.digalert.org) or call (811) at least forty-eight (48) hours before commencing any excavation, to locate underground service lines.

2.15 Responsibility for Damages or Injury

MSWD and all officers, employees, and representative thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the project, or for injury or death of any person as a result of Contractor's performance of the services required hereunder, or for damage to property from any cause arising from the performance of the project by the Contractor, or its sub-contractors, or its workers, or anyone employed by either of them.

Contractor shall be responsible for any liability imposed by law for injuries to or death of any person or damage to property resulting from defects, obstructions, or from any cause arising from Contractor's work on the project, or the work of any sub-contractor or supplier selected by the Contractor.

3. SCHEDULE OF EVENTS

The following table identifies the estimated dates/time frame for receipt, evaluation, and award of this work. Please note the following key dates when preparing your response to this RFP.

Description	Date
RFP Release	January 5, 2022
Pre-Proposal Requests for Clarification	January 14, 2022
Response to Questions for Clarification	January 19, 2022
Proposal Due Date	February 1, 2022
Anticipated Final Selection	February 2022
Award by Board of Directors	February 2022
Anticipated Execution of Contract	March 2022

4. PROPOSAL REQUIREMENTS

4.1 Proposal Format

Respondent's Proposal shall be clear, accurate, and comprehensive. Excessive or irrelevant materials will not be favorably received. The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Respondent.

Proposals shall be submitted electronically through the Planet Bids website. Proposals shall include the following items, organized in the order specified below, and packaged into a single electronic file in ".pdf" format.

a) Table of Contents

b) Cover Letter & Execute Summary

Identify Respondent's legal name, background, and contact person, including corporate office and local office address, city, state, zip code, telephone number, fax number, website address, and email address. Summarize the content of your firm's Proposal in a clear and concise manner.

c) Personnel

Names and specific qualifications, experience, skill set fit, and appropriate licenses held, if applicable, of the primary staff to be assigned to the project.

d) Understanding of the Project

A detailed description of the Respondent's approach to the project (see Scope of Services)

e) References

Provide five (5) references regarding the Respondent's experience and performance performing similar services. Include the following information: (1) Organization contact name, phone number, email address; and (2) Project size and description, if applicable, and description of services.

f) List of Representative Projects

List of representative projects undertaken by Respondent in the last five (5) years demonstrating experience in each category of the project.

g) Billing Schedule and Hourly Rates

Respondent must provide standard company labor rate sheet. Respondent must also complete the billing schedule and hourly rates sheet included as Attachment C to this RFP.

4.2 No Deviations from the RFP

MSWD will not consider any deviation from this RFP. In submitting a Proposal in response to this RFP, Respondent is certifying that it takes no exceptions to this RFP, including but not limited to, the Contract Services Agreement included as Attachment A to this RFP. Respondent is directed to carefully review the proposed Contract Services Agreement, and in particular, the insurance and bond provisions included in Attachment B to this RFP.

4.3 Submittal Instructions

To be considered, MSWD must receive the Proposal through Planet Bids no later than 2:00 PM local time on February 1, 2022.

Proposals must be submitted through Planet Bids for consideration. No other method of submitting Proposals will be accepted. Respondents may not submit bids by fax, email, telephone, or other means. Any Proposals received through any means other than Planet Bids will be returned unopened.

Respondents are solely responsible for the “on time” submission of their electronic Proposal. MSWD will only consider Proposals that have transmitted successfully and have been issued a confirmation number with a time stamped from Planet Bids indicating that the Proposal was submitted successfully. Transmission of Proposals by any other means will not be accepted. Respondents shall be solely responsible for informing themselves with respect to the proper utilization of the online bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the Respondent to successfully submit an electronic Proposal shall be the Respondent’s sole risk and no relief will be given for late and/or improperly submitted Proposals.

5. INSURANCE AND BOND REQUIREMENTS

The applicable insurance requirements are described in Attachment B to this RFP. By submitting a Proposal, the Respondent acknowledges that is has reviewed the insurance provisions and takes no exceptions to this language.

Bond requirements are also described in Attachment B to this RFP. By submitting a Proposal, the Respondent acknowledges that is has reviewed the bond requirements and takes no exceptions to this language.

The successful Respondent shall submit all required proof of insurance up to the amount of \$200,000 prior to issuance of a Notice to Proceed. If a task order, or multiple task orders, exceed \$200,000, MSWD may ask for proof of additional insurance for future task orders.

6. EVALUATION PROCESS

6.1 Evaluation Criteria

Proposals that meet the submittal requirements will be evaluated by MSWD based on the following criteria (in no particular order):

- a) Specific qualifications, experience, skill set fit, and appropriate licenses, if applicable, of the primary staff required for the work. (30%)
- b) Past performance on on-call and emergency services for similar projects. (40%)
- c) Qualifications of the firm. (20%)
- d) Billing Schedule and Hourly Rates (10%)

At the conclusion of the Proposal solicitation period, MSWD will review each submission, and then rank the Proposals according to the evaluation criteria. Upon determination of the highest ranked firm, MSWD will endeavor to negotiate a mutually agreeable scope of services and fee with the selected firm. In the event that MSWD is unable to reach an agreement, MSWD will proceed, at its sole discretion, to negotiate with the next firm selected by MSWD.

Respondents should note that the lowest billing schedule and hourly rate is not the sole determining factor in the final selection.

6.2 Interviews

MSWD may, at its discretion, invite a shortlist of Respondents to participate in a panel interview to be held at MSWD. No Respondent shall be entitled to or otherwise guaranteed an interview with MSWD.

6.3 Award of Contract

If awarded, the contract will be awarded to the firm selected on the basis of information provided in the Proposal, the results of MSWD's research and investigation, and if conducted, oral interviews. The shortlist of Respondents selected for interviews will be made on the basis of the criteria set forth in Section 6.1 of this RFP.

MSWD reserves the right to reject all proposals and to contract for services in the manner that most benefits MSWD, including awarding more than one contract if desired.

Any Respondent awarded a contract shall execute the Agreement, included as Attachment A to this RFP, without exception.

7. REQUESTS FOR CLARIFICATIONS

All questions and requests for interpretations or clarifications, either administrative or technical must be submitted in writing to MSWD through Planet Bids by selecting the Q&A Tab. Questions sent directly to MSWD staff will not be addressed and you will be directed to submit your questions online.

All questions properly submitted will be answered in writing through Planet Bids. Verbal statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received through Planet Bids by 5:00 PM local time on January 14, 2022.

8. GENERAL PROVISIONS

Respondent is encouraged to review this RFP carefully in its entirety prior to preparation of its Proposal. MSWD reserves the right to reject any or all Proposals or to select the Proposal most advantageous to MSWD. MSWD reserves the right to verify all information submitted in the Proposal.

8.1 Amendments to RFP

MSWD reserves the right to amend the RFP or issue to all Respondents a Notice of Amendment to answer questions for clarification.

8.2 No Commitment to Award

Issuance of this RFP and receipt of Proposals does not commit MSWD to award a contract. MSWD expressly reserves the right to postpone the Proposal for its own convenience, to accept or reject any or all Proposals received in response to this RFP, to negotiate with more than one Respondent concurrently, or to cancel all or part of this RFP. The award of contract, if made, will be within ninety (90) calendar days from the date of the bid opening. Bidders shall agree that the Bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the date of the bid opening. MSWD hereby reserves the right to reject any and all proposals and to award the contract to the highest qualified bidder.

8.3 Amendments to Proposals

No amendment, addendum, or modification will be accepted after the deadline state herein for receiving Proposals. Respondent may modify or amend its Proposal only if MSWD received the amendment prior to the deadline stated herein for receiving Proposals.

8.4 Non-Responsive Proposals

A Proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal.

8.5 Late Proposals

MSWD will not be responsible for delinquent Proposals, technical difficulties with Planet Bids, and/or Respondent's inability to submit the Proposal before the closing date and time through Planet Bids.

8.6 Costs for Preparing

MSWD will not compensate any Respondent for the cost of preparing any Proposal, and all materials submitted with the Proposal shall become the property of MSWD. MSWD will retain all Proposals submitted and may use any idea in a Proposal regardless of whether that Proposal is selected.

8.7 Alternative Proposals

Only one final Proposal is to be submitted by each Respondent. Multiple Proposals will result in rejection of all Proposals submitted by the Respondent.

8.8 Public Documents

All Proposals and all evaluation and/or scoring sheet shall be available for public inspection at the conclusion of the selection process.

8.9 No Exceptions

Submission of a Proposal constitutes acceptance by Respondent of the conditions contained in this RFP unless clearly and specifically noted in the Proposal submitted and confirmed in the Contract Services Agreement between MSWD and the Respondent selected.

8.10 Withdrawal

Respondent's authorized representative may withdraw its Proposal only by written request received by the Procurement & Contract Manager before the submittal deadline.

8.11 Contractor Registration

All contractors and subcontractors submitting or included in bids for the Project shall be registered and in good standing with the California Department of Industrial Relations (DIR) in accordance with the requirements of California SB-854.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the 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)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.

8.12 President's Executive Order

Bidders on this Work will be required to comply with the President's Executive Order No. 11246 (Equal Employment Opportunity Clause) as amended, California Labor Code 1410 et.

seq., California Labor Code 1777.6, and implementary regulations concerning equal opportunity for Apprentices.

8.13 Labor Compliance

This project is subject to the requirements of California Labor Code Section 1770 et seq. requiring the payment of prevailing wages, requiring the training of apprentices, and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the bid specifications. All pertinent wage determinations shall be posted on the jobsite. If federal funding is included in the project, the higher of the State and Federal wage rates shall be used.

In accordance with SB854, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In addition, pursuant to the project's Proposition 84 grant requirements, the District has instituted a Labor Compliance Program (LCP) and all contractors who perform work on projects covered by the LCP with this awarding body will be subject to the terms of that LCP. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the District, along with its request for payment, all applicable and necessary Certified Payrolls Records (CPRs) and other required documents for the time period covering such payment request. The District shall withhold any portion of a payment, including the entire payment amount, until CPR forms and other required LCP documents are properly submitted. In the event that CPR forms do not comply with the requirements of Labor Code Section 1776 et seq., or wage violations are identified by the LCP, the District may continue to hold sufficient funds to cover estimated wages and penalties under the contract. Pursuant to SB854 all public works contractors and subcontractors shall furnish electronic CPRs directly to the Labor Commissioner. The contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner using the DIR's online portal: <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>.