

REQUEST FOR PROPOSALS
FOR
DELIVERY OF CHEMICALS 2025-2026

NOTICE IS HEREBY GIVEN that the CITY OF LEMOORE (hereinafter “CITY”) requests proposals for the DELIVERY OF CHEMICALS at the Water Treatment Plants and will receive proposals on the date and at the address below:

ATTN: CHEMICAL BID
Lemoore Public Works Water Dept
711 W. Cinnamon Dr., Lemoore, CA 93245
up to the hour of 2:00 p.m. on Wednesday, September 17, 2025

All Bid Packet documents, specifications, forms, and notices can be downloaded free of charge from the City of Lemoore website, or contact Jamar Hugie or Christal Schisler at jhugie@lemoore.com or cschisler@lemoore.com.

1. SCOPE OF WORK

The City of Lemoore (hereafter referred to as “the City”) is soliciting sealed bids for the procurement and delivery of chemical reagents required for operations at its two municipal Water Treatment Plants. The scope of supply includes the following chemicals: sodium chloride, sodium hydroxide, sulfuric acid, and sodium hypochlorite. Detailed specifications and required quantities for each chemical are provided in Figure 1.A.

The City of Lemoore invites proposals from qualified vendors for the supply and delivery of specified chemical agents to its two municipal Water Treatment Plant facilities. Vendors must ensure that all deliveries are conducted in accordance with applicable local, state, and federal regulations governing the safe handling and transfer of chemical substances into designated receiving systems. Bidders are encouraged to carefully review all bid sections to fully understand the scope of services required and the responsibilities of the provider.

Any questions, interpretations, or clarifications, whether administrative or technical, regarding this bid must be submitted in writing. All written questions will receive a written response and will be shared with all bidders. Oral statements regarding the meaning or intent of this bid from anyone are unauthorized and invalid.

The resulting contracts shall have an initial term of two (2) years, commencing upon execution. An optional one-year extension may be granted, contingent upon mutual written agreement by all parties involved. For administrative and budgeting purposes, the contract year shall align with the City of Lemoore’s fiscal calendar, defined as July 1 through June 30.

2. EXAMINATION OF SITE

To examine the sites, please contact the Chief Water Plant Operator – Jeremy Dillon at (559) 904-8863 Monday - Friday, between 7:00 a.m. and 3:00 p.m. The Vendor(s) awarded are

required to be familiar with the sites and the City's chemical receiving equipment before delivery. STA 7 – W Bush St. is located on the west side of town, approximately 2.5 miles from the northern STA 11 – N. Lemoore Ave. The City is located at the junction of California State Highways 41 and Highway 198 in the Central San Joaquin Valley.

Site Map and Locations are shown in Figure 2. A – 2. C.

3. AWARD OF CONTRACT

All proposals will be evaluated based on their ability to meet all necessary specifications. No vendor may withdraw their proposal for thirty (30) days after the proposal submission date. The City reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposal. Bids will be evaluated considering the reliability of the chemical product and supply. Failure of a bidder to comply with all requirements and conditions of the bid may result in the bid being deemed non-responsive. No exception or deviation from these specifications will be considered unless each exception or deviation is explicitly stated in writing on the form by the bidder as an exception or deviation.

The City will award to the lowest and most responsible bidder per chemical, based on the "Total Price Per Load", as shown on Bid Proposal Sheets "EXHIBIT A".

A. Conditions of Bid

The following instructions shall make bids to receive consideration:

1. The bid shall be submitted on the forms provided, with all items legibly completed in ink or typewritten. Amounts must be shown in figures, with total quantities written in words, and all signatures must be handwritten. Bids from partnerships must include the full names of all partners and be signed in the partnership's name by a general partner authorized to bind the partnership, followed by the signature and title of the signer. The signer's name must also be typed or printed below the signature. Bids from corporations must be signed with the legal name of the corporation, include the state of incorporation, and be signed by the chairman of the board, president, or any vice president, followed by a second signature from the secretary, assistant secretary, chief financial officer, or assistant treasurer. All signers must be authorized to bind the corporation in this matter. The name of each signer shall also be typed or printed below the signature. Evidence of the authority of the officer signing on behalf of a corporation must be provided. The bidder shall initial any forms containing alterations or erasures.
2. Bids shall contain only the quotations for which the form is prepared. Bids are to be submitted for the entire cost.
3. Bids must be submitted in the unit measurement provided on the bid sheet.
4. All Bid Forms are to be submitted. If the bidder is not bidding a specific chemical, write N/A on the "Total Price per Load" line and sign the form. All bid sheets must be returned; this will ensure no bid is deemed forgotten.
5. Bids which are incomplete, unbalanced, conditional, or obscure, which contain additions not called for, erasures, alterations, or irregularities of any kind, or which do not comply

With the Proposal Documents/Form and Instructions to Bidders, the proposal may be considered non-responsive.

6. Should the bidder subcontract the work at any point, the bidder is to notify the City of:

- i. Contractor's name/business and contact information
- ii. percentage of work to be done on the bidder's behalf;
- iii. name of personnel to be on site and set up site visit;
- iv. Statement subcontractor is current and compliant in licenses and permits of personnel and equipment to perform the work.

B. Bidder's Qualifications

The bidder/vendor shall be licensed per the provisions for chemical delivery, transport, and handling as specified by any regulatory agency, whether local, state, or federal. The bidder shall complete the Statement of Licensure in the Bid.

C. Addenda

Any addenda issued during the time of bidding shall become a part of the documents and shall be covered in the bid and made a part of the contract. Acknowledgement of addenda as provided in the addendum shall be submitted with each bid.

D. Bidder's Interested in More than One Bid

No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same chemical. A person, firm, or corporation that has submitted a sub bid to a bidder, or that has quoted prices to a bidder, is not hereby disqualified from submitting a sub bid or quoting prices to other bidders. A vendor that self-bids may file one bid for each chemical.

E. Withdrawal of Bids

Any bidder may withdraw his bid, either personally or by a telegraphic, written, or faxed request, at any time prior to the scheduled time for the opening of the bids. No bidder may withdraw their bid after the time announced for the bid opening for thirty (30) days.

F. Opening of Bids

Bids will be opened publicly and examined. They will be tabulated for comparison based on the "TOTAL PRICE PER LOAD" of that chemical per bid sheet. The quantity units quoted and the Engineer's estimate of quantities for annual consumption are outlined in Figure 1. A. The process will repeat for each chemical bid.

G. Award of Rejection of Bids

The City reserves the right to reject all bids, in which case no award will be given. If an award is made, it will be made within sixty (60) calendar days of the bid opening and will be to the responsive, responsible bidder whose base bid is the lowest "Total Price Per Load" for the chemical specified. *All bid forms are required with submittal. Write N/A on the "Total Price per Load" line for no-bid form(s) and sign the form. Each chemical will be reviewed and evaluated separately for "Total Price Per Load".* The City reserves the right to reject any chemical as a single-item bid unit and/or all bids, and to waive any informality in the bids received. The Contractor may bid on as many chemicals as licensed and/or certified to bid. Each chemical is listed as a single item bid.

The bidder's attention is specifically directed to the requirements of the Contract Documents concerning insurance, maintenance of facilities at the site of the work, and inspection.

If there is a discrepancy between the words and figures in the bid, the words shall take precedence. Any erasures or alterations to this bid must be initiated by the person signing it.

H. Time Allowed for Signing Contracts

The successful bidder or bidders will have fifteen (15) calendar days from the date the contract is awarded to them to submit the signed contract, along with the required Insurance Certificates and Special Endorsements, to the City. No bid will be considered binding until the contract is signed and approved by the City Council. If the agreement, bonds, insurance certificates, or special endorsements are not filed within the specified time, the award may be canceled, and the bid guarantee forfeited.

I. Bid Protest Procedure

The absence of a prompt process to resolve disputes regarding the bidding process could hinder the City's ability to fulfill its goal of timely project contracting. Therefore, to the fullest extent permitted by law and notwithstanding any other procedures outlined in these Contract Documents, all disputes and protests related to the bidding process shall follow the procedure outlined below. By submitting a bid to the City for this project, the Bidder agrees to comply with and be bound by this procedure.

1. Any Bid protest must be submitted in writing to the City before 5:00 p.m. on the tenth (10th) calendar day following Bid opening.
2. The Bid protest must contain a complete statement of the basis for the protest and all supporting documentation. A non-refundable fee of One Thousand Dollars (\$1,000) made payable to the "City of Lemoore" shall accompany the protest documents and will be used by the City to recover costs in evaluating the bid protest. A bid protest submitted without the requisite fee will be considered incomplete and will not be considered by the City.
3. The party filing the protest must have submitted a Bid for the work. A subcontractor of a party submitting a Bid for the job may not submit a Bid protest.
4. A party may not rely on the Bid protest submitted by another Bidder but must timely pursue its protest.
5. The protest must refer to the specific portion of the Contract Documents that forms the basis for the protest.
6. The protest must include the name, address, and telephone number of the person representing the protesting party.
7. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other Bidders, and the Bid protest must contain proof of service of the Bid protest on the other Bidders.
8. The responding Bidder shall have up to five (5) working days after the filing of a Bid protest to submit a written response. The responding Bidder shall transmit the response to the protesting Bidder concurrent with the delivery to the City.

9. The procedure and time limits outlined in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of a Bid protest. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to pursue further the Bid protest, including filing a Government Code Claim or legal proceedings.
10. The City will evaluate all proper Bid protests before the award of the contract to the lowest responsive and responsible Bidder.

J. Selection Process

All sealed bid proposals will be reviewed and evaluated by the City of Lemoore. The selection process for the top bidders will occur within three (3) full working days or sooner after the bid opening, excluding weekends and holidays. Evaluation of proposals will consider compliance with the RFP criteria, lowest cost, responsibility, and reference checks as outlined herein.

Bid pricing will be disclosed at the time of bid opening. A bidders' list shall be open for public inspection during regular business hours for not less than thirty (30) calendar days after the bid opening.

- Rejection of Bids: At its sole discretion, the City may reject all bids presented and re-advertise for bids.
- Award of Contracts: Contracts shall be awarded by the City Council to the lowest bidder per chemical, except as otherwise provided herein.

K. Project Timeline

The City intends that this bid will close on **Wednesday, September 17, 2025, at 2:00 pm**. City and potential bidder to begin process of signing agreement (Sample copy attached) with City's formal signature dependent upon City Council Awarding Bid, Tuesday, October 7, 2025, at 5:00 pm meeting.

Discussions regarding chemicals will begin during this period to determine the delivery timeline for the need for Chemicals at one or both facilities.

4. SUBCONTRACTORS

The name, background, and experience of any firm to which any work outlined in these Specifications is to be subcontracted by the Vendor shall be submitted to the Chief Plant Operator for approval. Unless a subcontractor is approved in writing by the Public Works Department,

The Vendor shall perform all the work specified in these Specifications using its equipment and personnel. It must be clearly understood that the Vendor, regardless of any approved subcontract, shall be solely responsible for the quality and quantity of the work performed under the terms of the Agreement. Without written authorization, no subcontractor is permitted to undertake any work outlined in these Specifications. Furthermore, the contract will not extend beyond the term of the Agreement, and any extension or renewal of a subcontract can only occur with the approval of the Public Works Director. The Agreement shall not be assignable in whole or in part without the explicit written consent of the City.

5. CERTIFICATES - CERTIFICATIONS

Vendor shall submit the necessary certificates of insurance and the certificate of product before the contract is awarded. All products supplied shall be manufactured in the United States of America.

Vendor must obtain, maintain, and possess current licenses, certifications, and regulatory permits required by local, state, and federal agencies for acquiring, operating, transporting, delivering, and/or handling chemicals requested for equipment and personnel.

Effective January 1, 1994, chemicals or products added directly to drinking water as part of the treatment process must meet the ANSI/NSF Standard 60 and NSF Standard 61 (per California Code of Regulations, Section 64590-64593).

6. INSURANCE

Vendor shall maintain sufficient occurrence-based liability insurance to cover any loss, damage, contamination, destruction, injury, or death to the City's real or personal property, City Council members, officers, employees, agents, volunteers, students, or others involved with Vendor's performance under this Contract. Vendor shall not cancel, reduce, or modify such policy without providing thirty (30) days' prior notice to the City.

Concurrently with the execution of this Agreement by the Vendor, and before the commencement of any Work, the Vendor shall: (a) furnish evidence of insurance to the City; (b) name City as an additional insured on the policy; (c) cover transportation of the Chemicals; and (d) cover or ensure the City is protected in case of chemical contamination, and that all the following insurance requirements have been met.

- A. General. The Vendor shall, throughout this Agreement, maintain insurance to cover Vendor, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.
- B. Commercial General Liability coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
- C. Automobile Liability coverage shall be maintained in an amount not less than \$2,000,000 per accident for bodily injury and property damage.
- D. Workers' Compensation coverage shall be maintained as required by the State of California.
- E. Endorsements. Vendors shall obtain endorsements to the commercial general liability, automobile liability, and workers' compensation policies in a form satisfactory to the City.
- F. Authorized Insurers. All insurance companies providing coverage to Vendor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- G. Insurance Certificate. Vendor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, naming City as additional insured, in a form satisfactory to the City.

- H. Vendor's Obligation. Maintenance of insurance by the Vendor as specified in this Agreement shall in no way be interpreted as relieving the Vendor of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Vendor may carry, at its own expense, such additional insurance as it deems necessary.

7. VENDOR'S INDEMNIFICATION OF THE CITY

Vendor shall indemnify, save, keep and hold harmless City, Consultants, Personnel and each of their respective officers, agents, and employees against any claims, demands, causes of action, damages (including damages to City's property, costs, or liabilities (including cost of liabilities of City's employees), in law or equity, of every kind or nature whatsoever, directly or proximately caused by the performance of the contract, whether such performance is by Vendor, his subcontractor, or anyone directly or indirectly employed by him.

Further, Vendor shall, at his sole risk and expense, defend all suites, actions, or other legal proceedings which may be brought or instituted by third parties against City, and of their officers or employees on any such claim, demand, or other legal proceedings, City will not be liable for any accident, loss or damage to equipment on premises.

8. SUBCONTRACTOR'S INSURANCE

Vendor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

9. CERTIFICATION

Effective January 1, 1994, chemicals or products added directly to drinking water, as part of the treatment process, must meet the ANSI/NSF Standard 60 and Standard NSF 61 (per California Code of Regulations, Section 64590-64593).

Chemical Specifications

Chemicals, as estimated by the Engineer for the Water Treatment Plant project, are shown in Figure 1. A and is an estimate of quantity only.

The following criteria pertain to all chemicals, driver, transportation, and safety of City property and/or personnel, vendor, and regulatory requirements.

The City is requesting:

Bulk Supply / Delivery for Chemicals as specified in Chart – Figure 1. A

- a. **Quality** - Product shall contain no substances (soluble material or organic) in quantities capable of producing deleterious or injurious effects upon the health of those consuming the water to which the product has been added or causing water so treated to fail to meet the requirements of the California Domestic Water Quality and Monitoring Regulations.
- b. **Affidavit of Compliance** - The Contractor/Vendor shall submit an affidavit of compliance for each chemical supplied, noting the chemical name, pounds per gallon, and the date of manufacture.
- c. **Certified Lab Report** - The contractor or vendor must submit a certified laboratory report for the initial delivery that meets industry standards (such as NSF Standard 60, ANSI/AWWA Standards, etc.) and whenever there is a significant change in the manufacturing process or when the contractor or vendor switches manufacturing vendors.
- d. **Rejection** – If the Chemical does not meet the specifications for potable water use or as specified, the City shall notify the supplier of the non-conformance within ten working days after receiving the shipment. The City’s test results shall take precedence unless the supplier notifies the City within five working days of receiving the non-conformance notice. The supplier will be responsible for the cost and removal of any Chemical that does not meet the specified requirements.
- e. **Quantity** - The quantity listed on “Request for Bid” is the best estimate provided by the Engineers. Due to the lack of actual water treatment output, the City notes that the chemical usage may fluctuate based on the demands of the treatment plants. It is provided as an estimate only and does not guarantee a minimum amount or restrict the maximum amount to be delivered. The purpose of this agreement is to require the Contractor/Vendor to supply the awarded chemical. Neither an underrun, regardless of extent, nor an overrun, regardless of extent, will entitle the Contractor to an adjustment in the unit price or any other form of compensation.
- f. **Delivery** - Contractor/Vendor shall make delivery upon request using the most efficient and cost-effective method suitable for the site and tank size specified, within seven (7) days after notification. Cargo trailers used shall be equipped with industry-standard and/or regulated equipment and set up for offloading chemicals as specified. Scales or other charges shall be included in the bid price (Total Price per Load).
- g. **Condition of Cargo Trailers** - All cargo trailers and associated valves and equipment used for the delivery of chemicals under this agreement must be in good mechanical condition and fully compliant with the applicable requirements of the Hazardous Materials Regulations of the Department of Transportation, Code of Federal Regulations as currently issued, if applicable.
- h. **Safety Requirements** - Safety shall be practiced and performed when unloading Vendor’s chemical by the truck driver with appropriate signage, safety equipment, protective face and body apparel, as required by the California Occupational Safety and Health Act for Vendor’s chemical.
- i. **Spillage** - All discharge connections and hose ends shall be plugged, capped blind, flanged, or contained to prevent any spillage of chemical. The Contractor/Vendor shall be notified immediately of any spillage that the truck driver does not clean up. Any spillage not cleaned up within four (4) hours of notification will be cleaned up by City personnel or contracted

personnel at a minimum charge of \$500 or cost plus 15 percent, whichever is greater, and shall be billed to Contractor. Where Chemical spillage is toxic and poses a threat, the four-hour notice is waived, and the Contractor/Vendor will be billed for cleanup as described.

10. DEFAULT BY CONTRACTOR/VENDOR

The Agreement may be canceled by the City with 15 days' written notice, without liability for damages, if the City believes the Vendor is not acting in good faith, has become insolvent, or has assigned or subcontracted any part of the work without the City's consent. In such cases of cancellation, the Vendor will be paid the actual amount owed based on unit prices and the work completed up to that point. Damages caused to the City by the Vendor's actions will be deducted from this amount. By submitting a proposal, the Vendor is deemed to have waived any claims for damages due to cancellation of the Agreement for any reason. This section's provisions are in addition to all other rights and remedies available to the City under law.

11. TERMINATION OF AGREEMENT

The City may terminate the Agreement at its discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by act of God, by law, or by official action of a public authority with fifteen (15) days' notice. The Proposer/Vendor may terminate the agreement at any time by giving a 30-day advance notice in writing.

12. MEASUREMENT AND PAYMENT

The Vendor shall submit billing for each chemical delivery per the schedule of prices in the bid proposal. No additional compensation will be provided to the Vendor. After reviewing the billing and delivery forms, the payment request will be processed. The City has a 30-day pay policy upon receipt of an invoice. All invoices are to be submitted promptly, and monthly statements of unpaid invoices are required from the Vendor.

Invoices billed over one year past the date of services rendered will be the Contractor's/Vendor's responsibility. Payment may be made for older identified invoices if there is an ongoing unresolved matter in process, and all parties are aware of this.

Invoices are to be e-mailed/sent to Accounts Payable at AP@lemoore.com or Lemoore Accounts Payable – 711 W. Cinnamon Dr., Lemoore, CA 93245.

The selected Vendor will be notified, a W-9 will be requested, and a purchase order will be issued before the start of chemical deliveries.

13. CITY BUSINESS LICENSE

A City of Lemoore Business License is not required for bidding. The Winning Bidder/Vendor and all subcontractors shall obtain a City of Lemoore Business License before delivery of any goods, chemicals, and agree to receive and renew an annual business license from the City throughout the term of the agreement. Business Licenses are to be obtained from the City Finance

Office at 711 W. Cinnamon Dr., Lemoore, CA 93245. Bidders are cautioned to contact the Finance Department to determine the fee amounts before submitting a bid. This requirement applies regardless of the business address or location of the Vendor or any Subcontractor.

14. REQUEST BID PACKET

Bid Packet documents and related notices are available for download at the City of Lemoore website. For assistance accessing the materials, please get in touch with Public Works at pw@lemoore.com.

15. PROPOSAL SUBMITTAL DATE

Proposals must be received by the City Clerk, City of Lemoore, 711 W. Cinnamon Drive, Lemoore, CA 93245, by **Wednesday, September 17, 2025, at 2:00 p.m.** No proposals will be accepted after this time.

16. CONTACT PERSONS

Marissa Avalos, City Clerk	mavalos@lemoore.com
711 W. Cinnamon Drive	(559) 924-6744 ext. 700
Lemoore, CA 93245	

Jeremy Dillon, Chief Water Plant Operator	jdillon@lemoore.com
Site and Plant Information	(559) 904-8863

Jamar Hugie, Management Analyst -	jhugie@lemoore.com
	(559) 924-6744 ext. 742

ATTACHMENTS:

- Figure 1.A - Chart
- Figure 2.A - City Treatment Plant Locations
- Figure 2. B - Site Map – STA 7
- Figure 2. C - Site Map – STA 11
- Exhibit A – Bid Sheets – Purchase and Delivery of CHEMICALS
- Attachment A – Sample Agreement

FIGURE 1. A

**CITY OF LEMOORE CHEMICAL CHART
PROJECT ENGINEER ESTIMATES**

Site 7					
Chemical Name	Chemical Formula & Concentration	Tank Capacity	Delivery Shipment	Expected Yrly Deliveries	Quantity Gallons/Yr
Sulfuric Acid	93% H₂SO₄	4,000	3,000	5.0	14,919.0
Sodium Hydroxide	50% NaOH	5,000	4,000	4.3	17,245.0
Sodium Hypochlorite	12.5% NaOCl	2 tanks – 1,000 gal	4,500	4.6	20,740.0
Sodium Chloride	100% NaCl	25 Tons	20 Tons	14.2	284.8 Tons

Site 11					
Chemical Name	Chemical Formula & Concentration	Tank Capacity	Delivery Shipment	Expected Yrly Deliveries	Quantity Gallons/Yr
Sulfuric Acid	93% H₂SO₄	4,000	3,000	6.0	40,368.0
Sodium Hydroxide	50% NaOH	5,000	4,000	4.3	17,245.0
Sodium Hypochlorite	12.5% NaOCl	2 tanks – 1,000 gal	4,500	9.2	41,480.0
Sodium Chloride	100% NaCl	25 Tons	20 Tons	12.9	257.6 Tons

The amounts are listed in Figure 1. Engineers' estimates are projected for a year of operation and use and are not actuals or a guarantee of amounts to be purchased.



FIGURE 2.A
SITE MAP

LSA

LEGEND

Project Sites

FIGURE 2-1



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City of Lemoore Water Treatment Plants Project
Lemoore, Kings County, California
Regional Sites Location

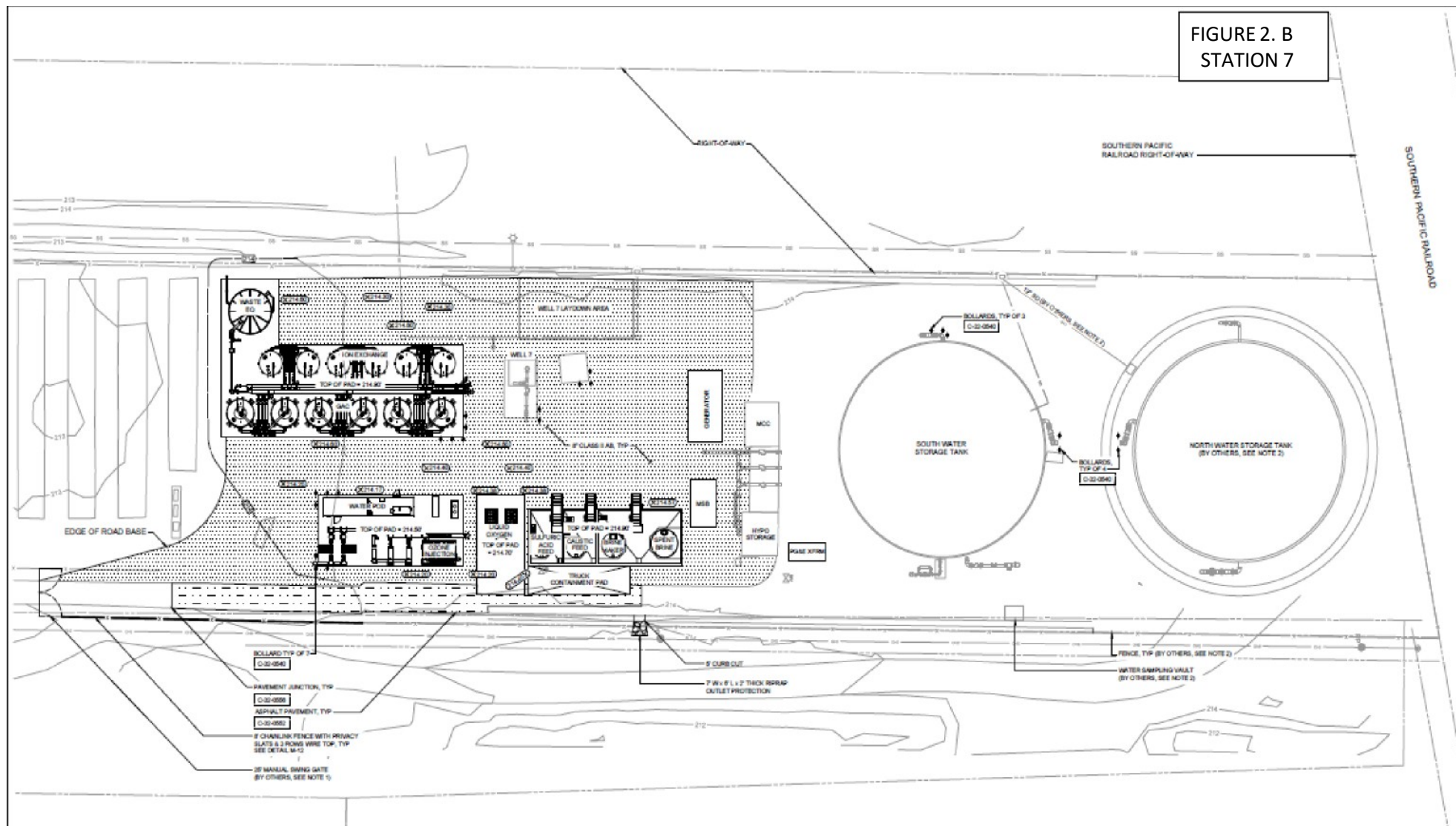
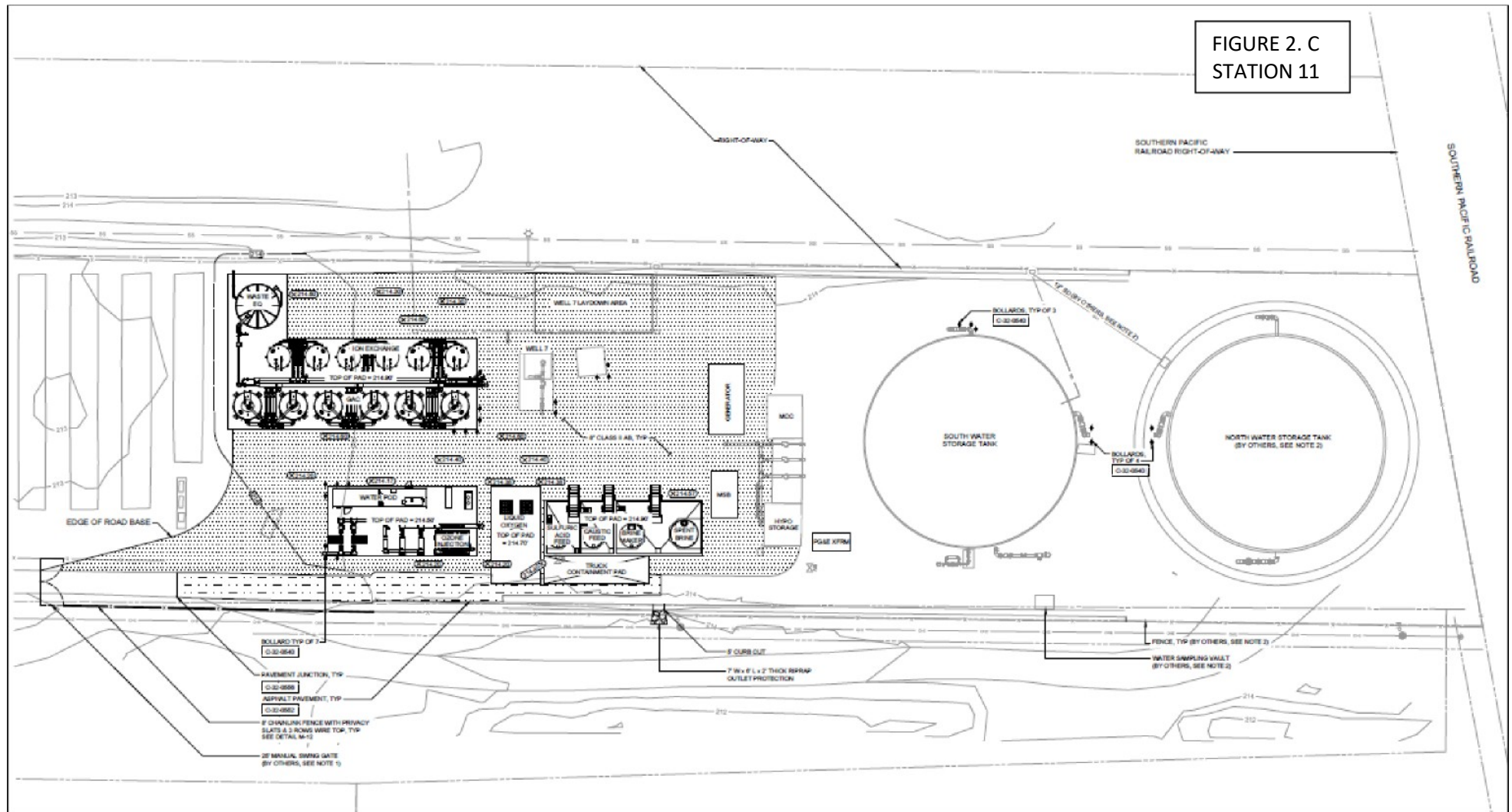


FIGURE 2-6





LS*

FIGURE Z-6



SOURCE: CITY OF LEMOORE, JULY 2019.

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Water Treatmont Plant SæÖon 7 Siæ Plan

AGREEMENT

THIS AGREEMENT, entered into by and between _____ hereinafter referred to as “Contractor”, and the City of Lemoore, hereinafter referred to as “the City,” for water treatment chemical products as specified and accepted within the bid proposal packet documents.

WITNESSETH:

WHEREAS, the City Council of said City has awarded a contract for chemical product as shown in “Bid Sheet EXHIBIT(s) A” for the Water Treatment Chemicals at STATION 7 and STATION 11 and meeting criteria hereinafter mentioned in accordance with all documents of the bid of said Contractor.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

A. *SCOPE OF WORK*

The Contractor shall perform all the work, and furnish all product, and all transportation services required to fulfill terms and conditions at the time and in the manner provided in accordance with the Bid, and Specifications for chemical products **at two (2) City Water Treatment Sites (Sta7 and Sta11)** within the City of Lemoore, the items, quantities, services, and compensation for which are set forth in the Contractor’s bid and are made part of this agreement as “Exhibit A”.

B. *COMPONENT PARTS*

This Contract shall consist of the following documents (Contract Documents”), each of which is on file in the office of the City Clerk of the City, and all of which are incorporated herein and made a part hereof by reference:

1. This Agreement
2. Notice Inviting Sealed Bids/Request for Proposals
3. Bid Proposal Packet
4. Accepted Bid Proposal
5. Additional Insured Policy(ies)
6. All Licenses and Regulatory Certifications Required

In the event of any inconsistency between this Agreement and any other Contract Document, the terms of this Agreement shall prevail with respect to the performance of services under this Agreement.

C. *TIME OF PERFORMANCE*

The Contractor shall begin the process to acquire documents and specified items, as determined by City, and testing and startup timeline of water treatment project after execution of the contract by the City and receipt of the *Notice of Acceptance* from the City.

The City and Contractor will work to provide a mutually beneficial schedule for delivery of initial product during the testing and startup phase of water treatment site(s) and set a separate operational schedule upon completion of the project.

Product delivery shall be expected within the times agreed upon by the parties (as set forth in memo/text form) during testing/startup phase until such time product is required for operational phase. Parties will then jointly determine a product ordering cycle to accommodate product need and to avoid interruption of water treatment plant processing.

D. TERM OF CONTRACT

The term of the contract will be for two (2) years with an optional renewal of twelve (12) months upon mutual agreement of all parties.

E. PAYMENTS

Payment for services will be made by the City within thirty (30) days to the Contractor after delivery of product. Contractor shall present an invoice for the applicable services and product to Accounts Payable at e-mail address - ap@lemoore.com, or mailed to Lemoore Accounts Payable – 711 W. Cinnamon Dr., Lemoore, CA 93245, in accordance with bid documents. Invoices must be submitted in a timely manner. The City will not pay for services that are invoiced more than one (1) year past date of performance; however, payment may be made for services rendered more than one (1) year prior if there is an ongoing dispute between the Parties as to the payment. A monthly statement noting outstanding invoices is required each month from Contractor.

F. CODE COMPLIANCE

Contractor shall comply with all applicable agency, local, federal and state requirements for chemical hauling, delivery, handling, labeling and/or usage, including, but not limited to, the Hazardous Materials Regulations of the Department of Transportation, Code of Federal Regulations, California Occupational Safety and Health Administration, and American Water Works Associations Standards for Chemicals. Equipment, product, delivery vehicles and personnel shall have all required signage, PPE, equipment, and other related items pertaining to chemical hauling, delivery, handling, labeling and/or usage.

G. RELATIONSHIP OF PARTIES

The Contractor, its subcontractors, and their respective officers, associates, agents, volunteers and employees acting to perform the services under this Agreement shall act as independent contractors and not as officers, employees or agents of the City for any purpose. Contractor is engaged in an independently established trade, occupation, or business to perform the services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Contractor is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual or employment relationship between City and Contractor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including, but not limited to, Contractor's employees or subcontractors, and claim or right of action against City. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

H. ASSIGNMENT

Any contract resulting from this bid, and any amendments or supplements thereto shall not be assignable by the Contractor either voluntarily or by operation of law without the prior written approval of the City, and shall not become an asset in any bankruptcy receivership or guardianship

proceeding. Such contract shall extend to and be binding upon and insure to the benefits of the heirs, executors, administrators, successors, and assign of the respective parties hereto.

Contractor offers and agrees that it will assign to the City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C., Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the City pursuant to this Agreement.

I. CHANGES

Changes in this agreement or in the work to be done under this agreement shall be made in writing and approved by both parties. Notwithstanding the foregoing, Contractor may annually adjust its fees under this Agreement, and as specified in the Bid Proposal Packet, to account for the increased cost of labor, equipment, and chemical products, in an amount not to exceed increases in the Annual Consumer Price Index applicable to the services under this Agreement.

J. TERMINATION

The City and Contractor may terminate this Agreement as provided in the Proposal/ Bid Specification Documents and as set forth herein.

1. City may terminate this Agreement for cause at any time after the occurrence of any of the following events, each of which constitutes default:
 - a. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
 - b. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts, and/or a receiver is appointed to take charge of the Contractor's property.
 - c. The Contractor fails to supply skilled personnel, proper materials or necessary equipment to prosecute the Work in accordance with the Contract/Proposal/B Documents.
 - d. The Contractor fails to provide specified materials, service and/or deliveries, so as to endanger performance of the Plant Operations.
 - e. The Contractor disregards legal Chemical Operation requirements of agencies having jurisdiction over chemical hauling, delivery, handling, labeling, licensure, or usage .
 - f. The Contractor abandons or materially fails to meet its obligations in accordance with the Contract/Proposal/Bid Documents.

The City may terminate the Agreement under this paragraph by giving fifteen (15) days' written notice to the Contractor specifying the effective date of termination. No termination or action taken by the City after termination of this Agreement shall prejudice any other rights or remedies of the City provided by law or by the Contract Documents.

2. Either Party may terminate this Agreement at any time by giving sixty (60) days' advance written notice to the other Party, however, the Parties may agree in writing to a shorter notice period.
3. Upon termination of the Agreement, Contractor agrees to discontinue service to the extent specified in the termination notice and place no further orders for chemical product; however, Contractor shall complete all partially performed services in accordance with the terms of the Bid/Proposal Documents.

K. PREVAILING WAGES

The Parties agree that the services under this Agreement are not subject to state prevailing wage

requirements.

L. TAXES AND LICENSES

The Contractor agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Contractor incident to the performance of work pursuant to this agreement, and unemployment compensation insurance, social security, or any other taxes upon the wages of Contractor, its employees, agents, and/or representatives. Contractor agrees to obtain and renew annual business license from City throughout the term of the agreement and pay the applicable annual business license fee to City in accordance with Lemoore Municipal Code Section 3-1A-1-3.

M. INDEMNIFICATION AND INSURANCE

The Contractor will defend, indemnify and hold harmless the City, its governing board, officers, agents, trustees, employees and others as required below and in the Contract Documents and shall provide insurance as follows:

1. Indemnification

Contractor shall defend, indemnify, and hold harmless City and its agents, representatives, officers, consultants, employees, City Council, and councilmembers (collectively, the "City Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to, attorney fees and costs, including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, or its agents, representatives, officers, consultants, employees, or subcontractors in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's use of and access to the City Water Treatment Sites, Contractor's performance of the Services, or for injury to or death of persons or damage to property or delay or damage to the City or the City Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this paragraph includes, without limitation to the foregoing, claims that may be made against City by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against City alleging civil rights violations by Contractor under the California Fair Employment and Housing Act ("FEHA").

2. Insurance Requirements

Contractor shall, at its sole cost and expense, procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work/service hereunder by the Contractor, or its agents, representatives, employees, or subcontractors.

3. Minimum Scope of Insurance

In addition to the requirements of the contract documents, coverage shall be at least as broad as:

- i. Insurance Services Office Commercial General Liability coverage as mandated by industry standards, DOT, and OSHA requirements.
- ii. Insurance Services Office Form covering Automobile Liability, any truck. Commercial

Liability for delivery services.

- iii. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Minimum Limits of Insurance

In addition to the requirements of the Standard Specifications and other contract documents, Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.

5. Deductibles and Self-Insurance Retentions

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

6. Other Insurance Provisions

The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

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

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

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

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to the City.

During the course of the Contract, the Contractor is responsible for all damages, theft, or other losses in regard to materials, supplies or equipment to be used in the work.

The contractor shall name the City as “Additional Insureds” for Completed Operations for a period of not less than three (3) years.

7. Acceptability of Insurers

Insurance is to be placed with insurers licensed to operate and acceptable to the City.

8. Verification of Coverage

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

9. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein inclusive of licenses, permits and certifications.

N. LIABILITY OF CITY

Notwithstanding anything stated herein to the contrary, City shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

O. ATTORNEY'S FEES

If either of the parties to this agreement brings any legal action or seeks arbitration regarding any provision of this agreement, the prevailing party in the litigation or arbitration shall be entitled to recover reasonable attorney's fees from the other party, in addition to any other relief that may be granted. This provision applies to the entire agreement.

P. AMENDMENTS

This agreement, bid documents, proposal specifications and all corresponding attachments, constitutes the entire agreement between the parties relating to the product and bid specifications, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the City's award of the agreement to Contractor, unless such agreement is expressly incorporated herein. The City makes no representations or warranties, express or implied, not specified in the Contract. This agreement is intended as the complete and exclusive statement of the parties' agreement pursuant to California Code of Civil Procedure section 1856. The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

Q. DAMAGES

Contractor shall be responsible for all damage to or loss associated with City infrastructure, the Water Treatment Sites, City equipment, City personnel or chemical product arising out of or related to any act, error, omission, negligence, or willful misconduct of Contractor, or its agents, representatives, officers, consultants, employees, or subcontractors. Damage caused by Contractor's truck, tanker, equipment, employees or subcontractors to the functionality of Water Treatment Sites, and/or property of Lemoore must be promptly repaired and restored to the pre-

existing condition by the Contractor at no cost to the City of Lemoore. The Contractor is responsible for making these repairs pursuant to any permits or licenses that may be required. In the event the Contractor fails to take corrective action immediately following actual notice or notification by City, the City reserves the right to repair any and all damage, the cost of which shall be paid by Contractor. Contractor shall additionally be responsible for any loss resulting from delays in performance of the services under this Agreement as a result of any act, error, omission, negligence, or willful misconduct of Contractor, or agents, representatives, officers, consultants, employees, or subcontractors.

R. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

S. BINDING EFFECT

Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the City and their respective successors and assigns.

This agreement is made and executed in duplicate and either copy shall, for all purposes, be deemed an original.

IN WITNESS WHEREOF, The City of Lemoore has caused these presents to be executed by its officers thereunto duly authorized, and the Contractor has subscribed same.

Dated: _____, 20____

Contractor

By: _____

(Seal of Corporation)

Title: _____

CITY OF LEMOORE

Dated: _____, 20____

By: _____

City Manager

Attest: _____

City Clerk

CORPORATE CERTIFICATE

I, _____, certify that I am the

Secretary of the Corporation named as CONTRACTOR in the
forgoing agreement; that _____, who signed said agreement on behalf
of CONTRACTOR was then _____ of said corporation, and that said agreement 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.

Date

Secretary

(CORPORATE SEAL)

**CERTIFICATE OF INSURANCE
TO
CITY OF LEMOORE
Lemoore, California**

Other Forms may be used
but must contain the
following information

This certifies to the City that the following described policies have been issued to the insured named below and are in force at this time.

Insured _____

Address _____

Description of operations/locations/products insured (show contract name and/or number, if any) _____

POLICIES AND INSURERS	LIMITS	POLICY NUMBER	EXPIRATION DATE
°WORKERS COMPENSATION <hr/> (Insurer) Best's Rating _____	Employers Liability \$ _____		
°GENERAL LIABILITY Check Policy Type: <input type="checkbox"/> Comprehensive Or <input type="checkbox"/> Commercial Check Coverage Type: <input type="checkbox"/> "Claims-Made" -or- <input type="checkbox"/> "Occurrence" <hr/> (Insurer) Best's Rating _____	Comprehensive General Liability Each Occurrence \$ _____ Aggregate \$ _____ <hr/> Commercial General Liability Each Occurrence \$ _____ General Aggregate, either: per project/location \$ _____ -or- twice occurrence limit \$ _____		
°BUSINESS AUTO POLICY <hr/> Liability Coverage Symbol _____ <hr/> (Insurer) Best's Rating _____	Each Person \$ _____ Each Accident \$ _____ Each Accident, Property Damage \$ _____ -or- Combine Single Limit \$ _____		
°UMBRELLA LIABILITY Check Coverage Type: <input type="checkbox"/> "Claims-Made" -or- <input type="checkbox"/> "Occurrence" <hr/> (Insurer) Best's Rating _____	Occurrence/Aggregate \$ _____ Self-Insured Retention \$ _____		
POLICIES AND INSURERS	LIMITS	POLICY NUMBER	EXPIRATION DATE
°WORKERS COMPENSATION <hr/> (Insurer) Best's Rating _____	Employers Liability \$ _____		

<p>°GENERAL LIABILITY</p> <p>Check Policy Type:</p> <p><input type="checkbox"/> Comprehensive Or <input type="checkbox"/> Commercial</p> <p>Check Coverage Type:</p> <p><input type="checkbox"/> "Claims-Made" -or- <input type="checkbox"/> "Occurrence"</p> <hr/> <p>(Insurer)</p> <p>Best's Rating _____</p>	<p>Comprehensive General Liability</p> <p>Each Occurrence \$ _____</p> <p>Aggregate \$ _____</p> <hr/> <p>Commercial General Liability</p> <p>Each Occurrence \$ _____</p> <p>General Aggregate, either: per project/location \$ _____ -or- twice occurrence limit \$ _____</p> <hr/>		
<p>°BUSINESS AUTO POLICY</p> <p>Liability Coverage Symbol _____</p> <hr/> <p>(Insurer)</p> <p>Best's Rating _____</p>	<p>Each Person \$ _____</p> <p>Each Accident \$ _____</p> <p>Each Accident, Property Damage \$ _____ -or- Combine Single Limit \$ _____</p>		
<p>°UMBRELLA LIABILITY</p> <p>Check Coverage Type:</p> <p><input type="checkbox"/> "Claims-Made" -or- <input type="checkbox"/> "Occurrence"</p> <hr/> <p>(Insurer)</p> <p>Best's Rating _____</p>	<p>Occurrence/Aggregate \$ _____</p> <p>Self-Insured Retention \$ _____</p>		

NOTE: If commercial general liability insurance is used or if aggregate limits are endorsed to the comprehensive general liability policy form, the general aggregate must apply per location/project or the aggregate limit must be at least twice the occurrence limit.

THE FOLLOWING ARE IN EFFECT:	Yes	NO
The City, the Director, their officials, officers, employees, and volunteers are named on all liability policies described above as Insured as respect: (a) activities performed for the City by or on behalf of the named Insured, (b) products and completed operations of the Named Insured, and (c) any premises owned, leased, or used by the Named Insured.		
Products and Completed Operations		
The undersigned will mail to the City 30 days' written notice of cancellation or reduction of coverage of limits.		
Cross Liability Clause (or equivalent wording)		
Personal Injury, Perils A,B and C		
Broad Form Property Damage		
X, C, U Hazards Included		
Contractual Liability Coverage applying to this Contract		
Liquor Liability		
Coverage afforded the City, the Director, their officials, officers, employees, and volunteers as Insured applies primary, and not excess or contributing, to any insurance issued in the name of the City.		
Waiver of Subrogation from Worker's Compensation insurer.		
THE FOLLOWING ARE IN EFFECT:	Yes	NO
The City, the Director, their officials, officers, employees, and volunteers are named on all liability policies described above as Insured as respect: (a) activities performed for the City by or on behalf of the named Insured, (b) products and completed operations of the Named Insured, and (c) any premises owned, leased, or used by the Named Insured.		
Products and Completed Operations		
The undersigned will mail to the City 30 days' written notice of cancellation or reduction of coverage of limits.		
Cross Liability Clause (or equivalent wording)		
Personal Injury, Perils A,B and C		
Broad Form Property Damage		
X, C, U Hazards Included		
Contractual Liability Coverage applying to this Contract		
Liquor Liability		
Coverage afforded the City, the Director, their officials, officers, employees, and volunteers as Insured applies primary, and not excess or contributing, to any insurance issued in the name of the City.		
Waiver of Subrogation from Worker's Compensation insurer.		

This certificate is issued as a matter of information. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, condition, of any contract or other document with respect to which this Certificate of Insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

Insurance Agency or Brokerage

Insurance Company

Address

Home Office

City

State

Zip

Authorized Signature

Date

Name of Person to be contacted

Telephone

Note: Authorized signature may be agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT FOR <u>CITY OF LEMOORE</u> (the "Entity")		SUBMIT FORM OR LIKE WITH ALL REQUIRED INFORMATION	
		ENDORSEMENT NO.	ISSUE DATE (MMDDYY)
PRODUCER Telephone _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____		
NAMED INSURED 	OTHER PROVISIONS 		
CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ _____ Telephone: (_____) _____	EMPLOYER'S LIABILITY LIMITS \$ _____ (Each Accident) \$ _____ (Disease - Policy Limit) \$ _____ (Disease - Each Employee)		
<p>In consideration of the premium charges, and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:</p> <ol style="list-style-type: none"> 1. CANCELLATION NOTICE. This insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days' prior written notice by receipted delivery has been given to the Entity. 2. WAIVER OF SUBROGATION. The Insurance Company agrees to waive all rights of subrogation against the Entity, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the Entity. <p>Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.</p>			
ENDORSEMENT HOLDER			
ENTITY CITY OF LEMOORE 711 W. CINNAMON DRIVE LEMOORE, CA 93245 Attention: City Manager/Water	AUTHORIZED <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> REPRESENTATIVE I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereby do so bind this company to this endorsement. Signature _____ (original signature required) Telephone (_____) _____ Date Signed _____		
WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT FOR <u>CITY OF LEMOORE</u> (the "Entity")		SUBMIT FORM OR LIKE WITH ALL REQUIRED INFORMATION	
		ENDORSEMENT NO.	ISSUE DATE (MMDDYY)

<p>PRODUCER</p> <p>Telephone _____</p>	<p>POLICY INFORMATION:</p> <p>Insurance Company: _____</p> <p>Policy No.: _____</p> <p>Policy Period: (from) _____ (to) _____</p>
<p>NAMED INSURED</p>	<p>OTHER PROVISIONS</p>
<p>CLAIMS: Underwriter's representative for claims pursuant to this insurance.</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>Telephone: _____</p>	<p>EMPLOYER'S LIABILITY LIMITS</p> <p>\$ _____ (Each Accident)</p> <p>\$ _____ (Disease - Policy Limit)</p> <p>\$ _____ (Disease - Each Employee)</p>
<p>In consideration of the premium charges, and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:</p> <ol style="list-style-type: none"> 1. CANCELLATION NOTICE. This insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days' prior written notice by receipted delivery has been given to the Entity. 2. WAIVER OF SUBROGATION. The Insurance Company agrees to waive all rights of subrogation against the Entity, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the Entity. <p>Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.</p>	
<p>ENDORSEMENT HOLDER</p>	
<p>ENTITY</p> <p>CITY OF LEMOORE 711 W. CINNAMON DRIVE LEMOORE, CA 93245</p> <p>Attention: City Manager/Water</p>	<p>AUTHORIZED <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> REPRESENTATIVE</p> <p>I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereby do so bind this company to this endorsement.</p> <p>Signature</p> <p>_____</p> <p>(original signature required)</p> <p>Telephone () Date Signed</p>

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR <u>CITY OF LEMOORE</u> (the "Entity")		SUBMIT FORM OR LIKE WITH ALL REQUIRED INFORMATION	
		ENDORSEMENT NO.	ISSUE DATE (MMDDYY)
PRODUCER	POLICY INFORMATION: Insurance Company: Policy No.: Policy Permit: (from) (to) <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$		
NAMED INSURED	APPLICABILITY. This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the Entity are covered: ENTITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE	OTHER PROVISIONS		
LIMIT OF LIABILITY			
\$_____ per accident, for bodily injury and property damage. LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> INCLUDED IN LIMITS <input type="checkbox"/> IN ADDITION TO LIMITS	CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____		
In consideration of the premium charges, and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. INSURED. The Entity, its elected or appointed officers, agents, volunteers and employees are included as insureds. 2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the Entity; the insurance afforded by this policy (a) be primary insurance as respects the Entity, its elected or appointed officers, officials, employees or volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insurer's scheduled underlying primary coverage. Any other insurance maintained by the Entity, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. CANCELLATION NOTICE. With respect to the interests of the Entity, this insurance shall not be canceled, except after thirty (30) days' prior written notice by receipted delivery has been given to the Entity. 4. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: (1) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001 (Ed. 11/88); or (2) If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
ENTITY CITY OF LEMOORE 711 W. CINNAMON DRIVE LEMOORE, CA 93245 Attention: City Manager/Water	AUTHORIZED <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____ REPRESENTATIVE I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereby do so bind this company to this endorsement. Signature _____ (original signature required) Telephone (____) _____ Date Signed _____		
GENERAL LIABILITY SPECIAL ENDORSEMENT FOR <u>CITY OF LEMOORE</u> (the "Entity")		SUBMIT FORM OR LIKE WITH ALL REQUIRED INFORMATION	
		ENDORSEMENT NO.	ISSUE DATE (MMDDYY)
PRODUCER	POLICY INFORMATION: Insurance Company: Policy No.: Policy Permit: (from) (to)		

		<input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the Entity are covered: ENTITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE			
LIMIT OF LIABILITY		OTHER PROVISIONS	
\$ _____ per accident, for bodily injury and property damage. LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> INCLUDED IN LIMITS <input type="checkbox"/> IN ADDITION TO LIMITS		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charges, and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. INSURED. The Entity, its elected or appointed officers, agents, volunteers and employees are included as insureds. 2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the Entity; the insurance afforded by this policy (a) be primary insurance as respects the Entity, its elected or appointed officers, officials, employees or volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insurer's scheduled underlying primary coverage. Any other insurance maintained by the Entity, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. CANCELLATION NOTICE. With respect to the interests of the Entity, this insurance shall not be canceled, except after thirty (30) days' prior written notice by receipted delivery has been given to the Entity. 4. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: (1) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001 (Ed. 11/88); or (2) If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).			
Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
ENTITY		AUTHORIZED <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____ REPRESENTATIVE	
CITY OF LEMOORE 711 W. CINNAMON DRIVE LEMOORE, CA 93245 Attention: City Manager/Water		I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereby do so bind this company to this endorsement. Signature _____ (original signature required) Telephone () Date Signed	

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR <u>CITY OF LEMOORE</u> (the "Entity")		SUBMIT FORM OR LIKE WITH ALL REQUIRED INFORMATION	
		ENDORSEMENT NO.	ISSUE DATE (MMDDYY)
PRODUCER	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$		
NAMED INSURED	APPLICABILITY, This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the Entity are covered: ENTITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE			
<input type="checkbox"/> Commercial Auto Policy <input type="checkbox"/> Business Auto Policy <input type="checkbox"/> Other _____	OTHER PROVISIONS		
LIMIT OF LIABILITY	CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____		
\$ _____ per accident, for bodily injury and property damage. LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> INCLUDED IN LIMITS <input type="checkbox"/> IN ADDITION TO LIMITS			
In consideration of the premium charges and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. INSURED. The Entity, its elected or appointed officers, agents, volunteers and employees are included as insureds with regard to damages and defense of suits arising from the ownership, operations, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Named Insured, for which the Named Insured is responsible. 2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the Entity; the insurance afforded by this policy shall: (a) be primary insurance as respects the Entity, its elected or appointed officers, officials, employees or volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insurer's scheduled underlying primary coverage. Any other insurance maintained by the Entity, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. CANCELLATION NOTICE. With respect to the interests of the Entity, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the Entity. 4. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: (1) Insurance Services Office form number CA 0001 (Ed. 6/92), Code 1 ("any auto"); or (2) If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
ENTITY CITY OF LEMOORE 711 W. CINNAMON DRIVE LEMOORE, CA 93245 Attention: City Manager/Water	AUTHORIZED REPRESENTATIVE <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____ I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereby do so bind this company to this endorsement. Signature _____ (original signature required) Telephone () _____ Date Signed _____		
AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR <u>CITY OF LEMOORE</u> (the "Entity")		SUBMIT FORM OR LIKE WITH ALL REQUIRED INFORMATION	
		ENDORSEMENT NO.	ISSUE DATE (MMDDYY)
PRODUCER	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to)		

		<input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the Entity are covered: ENTITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
<input type="checkbox"/> Commercial Auto Policy <input type="checkbox"/> Business Auto Policy <input type="checkbox"/> Other _____			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		Name: _____	
LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> INCLUDED IN LIMITS <input type="checkbox"/> IN ADDITION TO LIMITS		Address: _____ _____ Telephone: (_____) _____	
<p>In consideration of the premium charges and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:</p> <p>1. INSURED. The Entity, its elected or appointed officers, agents, volunteers and employees are included as insureds with regard to damages and defense of suits arising from the ownership, operations, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Named Insured, for which the Named Insured is responsible.</p> <p>2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the Entity; the insurance afforded by this policy shall: a) be primary insurance as respects the Entity, its elected or appointed officers, officials, employees or volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insurer's scheduled underlying primary coverage. Any other insurance maintained by the Entity, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.</p> <p>3. CANCELLATION NOTICE. With respect to the interests of the Entity, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the Entity.</p> <p>4. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: (1) Insurance Services Office form number CA 0001 (Ed. 6/92), Code 1 ("any auto"); or (2) If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).</p> <p>Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.</p>			
ENDORSEMENT HOLDER			
ENTITY		AUTHORIZED REPRESENTATIVE <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____	
CITY OF LEMOORE 711 W. CINNAMON DRIVE LEMOORE, CA 93245 Attention: City Manager/Water		I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereby do so bind this company to this endorsement. Signature _____ (original signature required) Telephone (_____) Date Signed _____	

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 *et seq.*, the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the State agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform employees about all of the following:

- (1) The dangers of drug abuse in the workplace;
- (2) The person's or organization's policy of maintaining a drug-free workplace;
- (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
- (4) The penalties that may be imposed upon employees for drug abuse violations;

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the City determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Company

Signature

Print Name

Date

NOTICE OF AWARD

TO: _____

PROJECT Description:

CITY OF LEMOORE CHEMICAL PRODUCT SUPPLY FOR WATER TREATMENT PROJECT AT SITE 7 AND SITE 11

The CITY has considered the QUOTE(S) submitted by you for the above described CHEMICAL PRODUCTS in response to its Advertisement for BIDS dated _____. You are hereby notified that your BID has been accepted for items as shown on Exhibit A of Bid Packet and herein incorporated.

You are required by the Request for Quotes to execute an Agreement Statement and furnish the required certificates of insurance within thirty (30) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within fifteen (15) days from the date of this Notice, CITY will be entitled to consider all your rights arising out of the CITY's acceptance of your BID as abandoned and the CITY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.

Dated this _____ day of _____ 2021.

Owner City of Lemoore

By _____ Title Public Works Director
 Frank Rivera

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

(Contractor)

Dated this, the _____ day of _____ 20____.

By _____ Title _____