

CITY OF LEMOORE  
PUBLIC WORKS DEPARTMENT

CONTRACT BOOKLET  
ON-CALL WELL MAINTENANCE AND REPAIR SERVICES CONTRACT

April 3, 2026

**TABLE OF CONTENTS**

	PAGE
TABLE OF CONTENTS .....	i
TABLE OF APPENDICES .....	ii
NOTICE INVITING PROPOSALS .....	iv
BID PROPOSAL.....	1
Base Proposal Items.....	1
Proposer Qualification Questionnaire.....	1
Summary Proposal.....	4
Proposer’s Information and Signature.....	5
SUBCONTRACTOR DESIGNATION.....	7
NONCOLLUSION DECLARATION .....	10
WORKERS’ COMPENSATION CERTIFICATION.....	11
DRUG FREE WORKPLACE CERTIFICATION.....	12
SUFFICIENT FUNDS DECLARATION.....	13
SPECIAL PROVISIONS.....	14

**TABLE OF APPENDICES**

I. AGREEMENT

- ❖ Agreement Template

(BLANK PAGE)

**NOTICE INVITING PROPOSALS**

The City of Lemoore ("City") is requesting sealed proposals from qualified firms to provide **On-Call well and pump maintenance, repair, inspection, testing, and related services** for the City's potable water well facilities. All services shall be performed in accordance with the requirements outlined in the Request for Proposals (RFP) and Contract Documents.

This Contract does not include construction proposal quantities. Proposers shall submit hourly rates, equipment rates, and service pricing as specified.

Proposals must be filed with the City Clerk at 711 W. Cinnamon Drive, Lemoore, California 93245, **before 2:00 p.m., the 7th day of May 2026**, at which time the City Clerk will open said proposals. Proposals shall be submitted in sealed envelopes and marked:

***Proposal: On-Call Well Maintenance and Repair***

Proposal documents, including the Contract Booklet, Scope of Work, and required forms, may be downloaded free of charge from the City of Lemoore Public Works Department website.

This solicitation is **not** a public works construction proposal and does **not** include plans, proposal quantities, or construction specifications. Proposers shall provide pricing using the hourly labor rates, equipment rates, materials markup, and service rates outlined in the Proposal Forms.

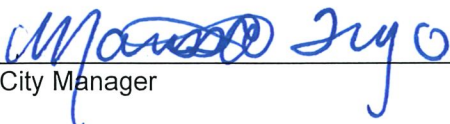
If any Task Order constitutes "public works" as defined by applicable law, Contractor shall comply with all prevailing wage and DIR requirements as required by law for that Task Order. The City may provide written notice when it believes such requirements apply; however, Contractor remains responsible for compliance whenever legally required.

Proposals shall remain valid for sixty (60) days following the proposal's due date. The City reserves the right to reject any or all proposals, waive informalities, request additional information, or negotiate with any proposer as necessary to serve the best interests of the City.

The City will evaluate proposals based on qualifications, experience, responsiveness, and pricing as detailed in the RFP. The Contract will be awarded to the proposer whose overall proposal is determined to provide the best value and meet the operational needs of the City.

The proposer selected for award will be required to execute the Agreement and provide all required insurance documentation within ten (10) days of the City's Notice of Intent to Award.

CITY OF LEMOORE

By:   
City Manager

Date: 4/11/26

(BLANK PAGE)

## INSTRUCTIONS FOR PROPOSERS

### PROPOSAL SUBMISSION REQUIREMENTS:

Proposals, to receive consideration, shall be prepared and submitted in accordance with the following requirements:

#### 1. Proposal Forms

Proposals shall be submitted on the forms included in this Proposal Package. Proposals not submitted on the proper forms may be rejected. All information requested must be provided in full.

#### 2. Conditional Proposals

Proposals that take exception to, modify, or qualify any portion of the Contract Documents may be rejected. Proposers shall not make reservations, conditions, or unauthorized changes to the City's forms.

#### 3. Questions and Clarifications

Questions regarding the Contract Documents, discrepancies, omissions, or doubt as to meaning shall be submitted in writing to the City. Written addenda issued by the City shall be the only binding clarification. Oral communications from City personnel shall not be binding.

#### 4. Signature Requirements

Each proposal must include the full business address of the proposer and be signed by an authorized representative as follows:

- **Individual:** Signed by the individual using the business name.
- **Partnership:** Signed in the partnership name by a general partner.
- **Corporation:** Signed in the corporate name by an authorized officer and attested by a second corporate officer.
- **LLC:** Signed by a managing member or authorized officer.

All signatures shall be in ink. The printed or typed name and title of each person signing shall appear below each signature.

#### 5. Required Proposal Documents

Each proposal must include the following completed and executed documents:

- Noncollusion Declaration
- Workers' Compensation Certification
- Drug-Free Workplace Certification
- Bid Proposal (Pricing Forms)
- Summary Proposal
- Proposer Qualification Questionnaire
- Subcontractor Listing (only if subcontractors will be used)
- Any addenda issued by the City (acknowledged)

#### Note:

DIR registration, proposal/bid bonds, DBE forms, and Sufficient Funds Declarations required for public works construction **are not applicable** unless the City specifically designates a task as public works under Labor Code §1720.

#### 6. Delivery Sealed Proposal

Proposals shall be sealed and delivered to the City Clerk before the proposal deadline indicated in the RFP. Proposers are responsible for ensuring delivery to the designated location by the deadline. Late proposals will not be opened or considered.

**WITHDRAWAL OF PROPOSALS:**

Proposals may be withdrawn by written request before the proposal submission deadline. After the deadline, proposals shall remain valid for sixty (60) days.

**OPENING OF PROPOSALS:**

Proposals will be recorded after the deadline. Prices may or may not be publicly disclosed at the City's discretion, consistent with applicable law for professional and service procurements.

**EXAMINATION OF CONTRACT DOCUMENTS AND SITE:**

Before submitting a proposal, proposers shall carefully review the:

- Scope of Work
- Special Provisions
- Agreement
- Proposal Forms
- Any Addenda issued

If proposers wish to inspect any well site, they may coordinate a site visit through the City. Failure to inspect any site shall not relieve the proposer of the obligation to perform work in accordance with the Contract Documents.

**FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:**

A sample Agreement is included in the Contract Documents. The proposer awarded the Contract shall execute the Agreement without material modification and provide all required insurance documentation within the timeframe stated in the Notice of Intent to Award.

**ADDENDA OR BULLETINS:**

All addenda issued by the City before the proposal deadline shall be incorporated into the Contract Documents. Proposers must acknowledge receipt of each addendum on the space provided in the Proposal Forms.

**EVIDENCE OF RESPONSIBILITY:**

The City may require proposers to submit evidence of qualifications, including but not limited to:

- Licenses (C-57, C-61/D-21, C-10, etc.)
- References for similar well/pump work
- Staffing qualifications
- Equipment availability
- Financial stability
- Safety program information

Failure to provide the requested information may result in rejection of the proposal.

**AWARD OF CONTRACT:**

The City of Lemoore reserves the right to reject any or all proposals, to waive minor informalities, to request clarification or additional information from proposers, and to modify the solicitation process at any time if deemed in the City's best interest.

This Contract is **not** awarded on a low-bid basis.

The City shall evaluate all proposals in accordance with the criteria outlined in the Request for Proposals (RFP), which may include, but are not limited to:

1. Experience and qualifications in well and pump maintenance services;
2. Availability of personnel, equipment, and resources;
3. Responsiveness to the Scope of Work;

4. Past performance and references;
5. Proposed pricing structure, including hourly labor rates, equipment rates, and markups;
6. Overall value and ability to meet the City's operational needs.

Following the evaluation, the City may conduct interviews or request supplemental information. The City may negotiate final terms, conditions, and pricing with the highest-ranked proposer before award.

Upon selection, the City will issue a **Notice of Intent to Award**. The successful proposer shall, within **ten (10) calendar days** of the notice, execute the Agreement and provide all required insurance documentation and any additional information requested by the City.

If the selected proposer fails to execute the Agreement or submit required documents within the specified timeframe, the City may withdraw the award and proceed with negotiations and/or award to the next highest-ranked proposer or take any other action permitted by law.

The City shall not be liable for any costs incurred by proposers in preparing or submitting a proposal or participating in the evaluation process.

#### **EXECUTION OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:**

Upon issuance of a written Notice of Intent to Award by the City, the selected Proposer ("Contractor") shall, within ten (10) calendar days, execute the Agreement in the form included in the Contract Documents and submit all required documents.

Execution of the Agreement shall include, at a minimum: (1) a fully executed Agreement signed by an authorized representative of the Contractor; (2) Certificates of Insurance with all required endorsements demonstrating compliance with Article VI; (3) evidence of a current City of Lemoore business license, if not already on file; and (4) any additional documentation expressly required by the City as a condition of award.

1. This Contract is an on-call, task-order-based services agreement. No construction notice to proceed, performance bond, or payment bond is required unless the City expressly designates a specific Task Order as public works construction in writing.
2. Failure to timely execute the Agreement or submit required documents constitutes grounds for withdrawal of the award. The City may then take any action permitted by law, including selecting an alternate proposer or re-soliciting the services.
3. Execution of the Agreement does not authorize any work. No work shall be performed, and no compensation shall be earned unless and until the City issues a written Task Order and Task-Specific Notice to Proceed in accordance with Article III and the Special Provisions.

#### **SUBSTITUTIONS AND APPROVED EQUALS:**

Any proposed substitution of equipment, components, or materials must be submitted in writing to the City for review and approval before use. Submittals shall include manufacturer specifications, performance data, compatibility information, and any other documentation necessary to demonstrate that the proposed item is equal to or better than the item recommended or specified in the Contract Documents. Substitutions will be approved only if they meet or exceed all functional, operational, and performance requirements. Submittals lacking sufficient comparison information may be rejected. No substitution may be used without prior written approval from the City.

#### **TAXES:**

The Contractor shall be responsible for all applicable federal, state, and local taxes associated with the performance of this Contract, including, but not limited to, sales tax, use tax, payroll taxes, and any other taxes lawfully imposed.

The City of Lemoore is generally exempt from payment of federal excise taxes. If a federal excise tax exemption applies to any materials procured for City use under this Contract, the City will, upon request,

provide the Contractor with applicable exemption documentation. The Contractor shall ensure that such exemptions are properly applied and passed through to the City.

Any tax savings realized using City-provided exemption certificates (if applicable) shall be credited to the City on the Contractor's invoice. The Contractor shall not charge the City for any tax from which the City is legally exempt.

Nothing in this section shall relieve the Contractor of full responsibility for payment of all taxes relating to its own operations, equipment, employees, or subcontractors.

### **PROPOSAL SUBMISSION AND AWARD LANGUAGE**

By submitting a proposal, the undersigned Proposer affirms that it has examined and fully understands all Contract Documents, including the Request for Proposals, Proposal Forms, Special Provisions, Task Order Procedures, and Agreement.

The Proposer certifies and agrees as follows:

1. **Proposal Validity**

This proposal shall remain **firm and irrevocable for a period of sixty (60) calendar days** following the proposal due date, unless withdrawn in writing before the deadline.

2. **Scope and Pricing Acknowledgment**

The Proposer understands that this is an **on-call, task-order-based services contract**. No quantities or minimum amount of work are guaranteed. Pricing submitted consists of **unit rates only** and shall apply only to work authorized by the City through written Task Orders.

3. **No Authorization to Perform Work**

Submission of a proposal, issuance of a Notice of Intent to Award, or execution of the Agreement **does not authorize the Proposer to perform any work**.

Work may only begin after receipt of a **written Task Order and Task-Specific Notice to Proceed** issued by the City.

4. **Award Method**

Award of the Contract will be based on the City's evaluation of **qualifications, experience, responsiveness, pricing structure, and overall value**, and **is not based on the lowest price**.

5. **Right to Reject or Negotiate**

The City reserves the right to:

- Reject any or all proposals;
- Waive informalities or minor irregularities;
- Request clarification or additional information;
- Conduct interviews; and
- Negotiate final terms, conditions, or pricing with the highest-ranked Proposer in the best interest of the City.

6. **Execution of Agreement**

If selected for the award, the Proposer agrees to execute the Agreement and submit all required documentation within the timeframe specified in the Notice of Intent to Award. Failure to do so may result in withdrawal of the award.

7. **No Reimbursement of Proposal Costs**

The City shall not be liable for **any costs incurred** by the Proposer in preparing or submitting a proposal, responding to requests for clarification, participating in interviews, or negotiating terms.

8. **Compliance with Laws and Licensing**

The Proposer certifies that it holds all licenses required to perform the services described and agrees to comply with all applicable federal, state, and local laws and regulations, including labor law requirements applicable to individual task orders.

**BID PROPOSAL**

FOR THE ON-CALL WELL MAINTENANCE AND REPAIR SERVICES CONTRACT

TO: The City Manager

City of Lemoore

FROM: CONTRACTOR \_\_\_\_\_

*Name of Proposer*

The undersigned ("Proposer"), having reviewed the Contract Documents for the **On-Call Well Maintenance and Repair Services Contract**, hereby proposes to perform all work required for this Contract in accordance with the pricing, qualifications, and requirements set forth below.

Proposer agrees to furnish all labor, equipment, supervision, tools, materials, transportation, and incidentals necessary to perform on-call well and pump maintenance, repair, inspection, testing, and related services at the unit prices given in the Proposal Schedule.

The unit prices listed below shall constitute full compensation for all costs, including overhead and profit, associated with the corresponding services.

*Note: Proposers are required to write the unit price in both words and figures for each proposal item.*

**BASE PROPOSAL ITEMS****SECTION A – LABOR RATES**

Item No.	Description	Unit	Unit Price (Figures)	Unit Price (Written in Words)
A-1	Journeyman Well/Pump Technician – Regular Hours	Hour	\$ _____	_____
A-2	Journeyman Well/Pump Technician – Overtime	Hour	\$ _____	_____
A-3	Helper/Laborer – Regular Hours	Hour	\$ _____	_____
A-4	Helper/Laborer – Overtime	Hour	\$ _____	_____
A-5	Electrician – Regular Hours	Hour	\$ _____	_____
A-6	Electrician – Overtime	Hour	\$ _____	_____
A-7	Crane Operator – Regular Hours	Hour	\$ _____	_____
A-8	Crane Operator – Overtime	Hour	\$ _____	_____

**SECTION B – EQUIPMENT RATES**

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price (Figures)</b>	<b>Unit Price (Written in Words)</b>
<b>B-1</b>	Pump Pulling Rig	Hour	\$ _____	_____
<b>B-2</b>	Crane (15–30 ton)	Hour	\$ _____	_____
<b>B-3</b>	Flatbed / Service Truck	Hour	\$ _____	_____
<b>B-4</b>	Air Compressor	Hour	\$ _____	_____
<b>B-5</b>	Generator	Hour	\$ _____	_____
<b>B-6</b>	Downhole Video Camera Inspection System	Per Event	\$ _____	_____
<b>B-7</b>	Sounding / Measurement Equipment	Hour	\$ _____	_____

**SECTION C – INSPECTIONS & ASSESSMENTS**

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price (Figures)</b>	<b>Unit Price (Written in Words)</b>
<b>C-1</b>	Initial Well Inspection & Condition Assessment	Each	\$ _____	_____
<b>C-2</b>	Downhole Video Inspection (includes report)	Each	\$ _____	_____
<b>C-3</b>	Pump Efficiency Test	Each	\$ _____	_____
<b>C-4</b>	Motor Megger Test	Each	\$ _____	_____
<b>C-5</b>	Vibration Analysis	Each	\$ _____	_____

**SECTION D – PULLING, DISASSEMBLY & REINSTALLATION**

Item No.	Description	Unit	Unit Price (Figures)	Unit Price (Written in Words)
D-1	Pulling Pump Assembly	Hour	\$ _____	_____
D-2	Pulling Motor	Hour	\$ _____	_____
D-3	Disassembly of Pump	Each	\$ _____	_____
D-4	Pump Inspection Report	Each	\$ _____	_____
D-5	Reinstall Pump Assembly	Hour	\$ _____	_____
D-6	Reinstall Motor	Each	\$ _____	_____

**SECTION E – MINOR REPAIRS**

Item No.	Description	Unit	Unit Price (Figures)	Unit Price (Written in Words)
E-1	Column Pipe Repairs	Hour	\$ _____	_____
E-2	Line Shaft Repairs	Hour	\$ _____	_____
E-3	Electrical Repairs	Hour	\$ _____	_____
E-4	Chlorination / Chemical Treatment	Per Event	\$ _____	_____
E-5	Seal / Packing Replacement	Each	\$ _____	_____

**SECTION F – MATERIALS**

Item No.	Description	Unit	Markup (Figures)	Markup (Written in Words)
F-1	Materials (billed at cost plus markup)	Percent (%)	_____ %	_____ percent

**SECTION G – MOBILIZATION**

Item No.	Description	Unit	Unit Price (Figures)	Unit Price (Written in Words)
<b>G-1</b>	Mobilization / Trip Charge	Per Trip	\$ _____	_____
<b>G-2</b>	Demobilization	Per Trip	\$ _____	_____

**PROPOSAL CERTIFICATIONS**

1. The Proposer certifies that the unit prices submitted herein shall remain firm for a minimum of **60 days** following the proposal deadline.
2. The Proposer acknowledges that the City may issue task orders on an as-needed basis and that work shall not begin until written authorization is provided.
3. The Proposer certifies that all information submitted in this proposal is true and correct and that the Proposer has reviewed the full Contract Documents.
4. The Proposer further certifies that it possesses all required California contractor licenses necessary to perform the work.

**PROPOSER INFORMATION & SIGNATURE**

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

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

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

Contractor License Number: \_\_\_\_\_

Classification(s): \_\_\_\_\_

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

Authorized Representative (Print): \_\_\_\_\_

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

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

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

---

**PROPOSER QUALIFICATION QUESTIONNAIRE****1. Contractor Information****Company Name:** \_\_\_\_\_**Business Address:** \_\_\_\_\_**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_**Primary Contact Person:** \_\_\_\_\_**California Contractor License Information****License Number:** \_\_\_\_\_**Classifications Held (C-57, C-61/D-21, C-10, etc.):** \_\_\_\_\_**Expiration Date:** \_\_\_\_\_

Contractor must hold a valid California contractor license appropriate for well, pump, or electrical maintenance services.

---

**2. Company Qualifications and Experience****A. Years in Business**

How many years has your firm performed well maintenance, pump service, well rehabilitation, or similar work?

**Years:** \_\_\_\_\_**B. Description of Services**

Provide a brief description of your company's primary services related to water wells and pump systems:

---

---

**C. Relevant Project Experience (Past 5 Years)**

Provide at least three (3) relevant projects involving well maintenance, pump pulling, well rehabilitation, motor repair, or similar services.

**Project 1:**

Agency/Client: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Year: \_\_\_\_\_ Contact: \_\_\_\_\_

**Project 2:**

Agency/Client: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Year: \_\_\_\_\_ Contact: \_\_\_\_\_

**Project 3:**

Agency/Client: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Year: \_\_\_\_\_ Contact: \_\_\_\_\_

(Attach additional sheets if necessary.)

---

**3. Key Personnel Assigned to This Contract**

**Project Manager:** \_\_\_\_\_

**Lead Pump/Well Technician:** \_\_\_\_\_

**Crane Operator(s):** \_\_\_\_\_

**Electrician (if applicable):** \_\_\_\_\_

Provide a summary of qualifications for each listed individual:

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

(Attach resumes if required.)

\_\_\_\_\_

**4. Equipment and Resources**

List the equipment your firm owns or will provide for on-call well maintenance services:

- Pump pulling rig
- Crane (15–30 ton)
- Flatbed or service truck
- Downhole video inspection equipment
- Chlorination/chemical treatment equipment
- Specialized well service tools
- Other (describe): \_\_\_\_\_

\_\_\_\_\_

**5. Safety Program**

**A. Safety Officer or Responsible Person**

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

**B. Written Safety Program**

Does your company maintain a written safety program compliant with Cal/OSHA?

- Yes
- No

**C. EMR (Experience Modification Rate)**

Current EMR: \_\_\_\_\_

Has your firm's EMR exceeded 1.0 in the past three (3) years?

- Yes
- No

If yes, explain:

\_\_\_\_\_

**D. OSHA Violations (Last 5 Years)**

List any OSHA violations within the last five (5) years:

- None

If any, describe:

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

**6. Insurance**

Contractor must provide proof of the following before award of contract:

- General Liability Insurance
- Automobile Liability Insurance
- Workers' Compensation Insurance
- Excess/Umbrella Liability (if required by contract)

**Insurance Provider/Broker:**

---



---

**7. Litigation, Claims, or Contract Disputes**

List any claims, disputes, terminations, or litigation **specifically related to well or pump maintenance services** in the past five (5) years:

None

If any, describe:

---



---



---

**8. Subcontractors (If Applicable)**

List any subcontractors who may perform specialized tasks (e.g., electrical, crane services):

**Subcontractor Name:** \_\_\_\_\_

Service Provided: \_\_\_\_\_

License Number: \_\_\_\_\_

Contact Information: \_\_\_\_\_

(Add additional subcontractors if needed.)

---

**9. Certification**

I certify under penalty of perjury that the information provided herein is true and correct.

**Signature:** \_\_\_\_\_

**Name & Title:** \_\_\_\_\_

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

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

**SUMMARY PROPOSAL**

City of Lemoore	
On-Call Well Maintenance and Repair Services	
Category	Amount
Labor Total	\$ _____
Equipment Total	\$ _____
Inspection & Assessment Total	\$ _____
Pulling/Disassembly/Reinstall Total	\$ _____
Minor Repairs Total	\$ _____
Materials Markup %	_____ %
Mobilization/Demobilization Total	\$ _____
<b>TOTAL PROPOSAL (Sections A–G):</b>	\$ _____

ALL PROPOSAL PRICES IN THE BASE PROPOSAL SECTION SHALL BE DETERMINED BASED ON THE UNIT PRICE.

The city reserves the right to waive any informalities or minor irregularities in the proposals. In case the unit price in words is incorrectly written as the proposal price for a quantity-based item, and the price in words matches exactly the numerical proposal price, it will be considered that the unit price in figures is given in good faith. Only in such cases will the unit price in figures be used.

CONTRACTOR SHALL PROPOSAL ON ALL OF THE ITEMS IN THE BASE PROPOSAL SECTION AND, IF APPLICABLE, THE ALTERNATE PROPOSAL SECTION. THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this proposal is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents.

Our Public Liability and Property Damage Insurance is placed with:

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

This proposal may be withdrawn at any time before the scheduled time for the opening of proposals or any authorized postponement thereof.

ADDENDA - This proposal is submitted with respect to the changes included in Addendum No(s).

\_\_\_\_\_  
 Failure to acknowledge all issued addenda may render this proposal non-responsive.

**WARNING:** If the administering agency has issued an addendum or addenda and not noted above as being received by the proposal, this proposal may be rejected.

*The undersigned has carefully checked all the above figures and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this proposal.*

### PROPOSER'S INFORMATION AND SIGNATURE

**Proposing Firm:**

---

**Type of Business (check one):**

- Corporation       Limited Liability Company (LLC)       Partnership  
 Joint Venture       Individual / Sole Proprietor       Individual DBA
- 

**Business Address:**

---

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Primary Contact Person:**

---

**Phone Number:** (\_\_\_\_\_) \_\_\_\_\_

**Email Address:**

---

**Contractor's License Number:** \_\_\_\_\_

**License Classification(s):** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

---

### AUTHORIZED REPRESENTATIVE

I, the undersigned, hereby certify under penalty of perjury under the laws of the State of California that:

1. I am duly authorized to sign and submit this proposal on behalf of the firm identified above;
2. All information provided in this proposal and accompanying documents is true, complete, and accurate;
3. The Proposer holds all necessary and valid licenses required to perform the work described in this Contract;
4. The Proposer has reviewed all Contract Documents and agrees to abide by all requirements if awarded the Contract.

**Name of Authorized Person (print):**

---

**Title:**

---

**Signature:**

---

**Date Signed:**

---

---

**SIGNATURE INSTRUCTIONS**

1. **Individuals:** Sign with the individual's full name and business style.
2. **DBA:** State "Individual DBA [full trade name]."
3. **Partnerships:** Signed in the partnership name by a general partner.
4. **Corporations:** Signed with the exact legal corporate name by an authorized officer, with title indicated.
5. **LLCs:** Signed by a managing member or authorized officer.
6. **Joint Ventures:** One signature per venturer, each signing in accordance with the rules above.
7. Printed names and titles must accompany all signatures.

*NOTE: All signatures must be printed or typewritten above. All addresses must include the street number, city, and state.*

***[END OF PROPOSAL FORM]***

### **SUBCONTRACTOR DESIGNATION**

Proposer shall list below any subcontractors the Proposer intends to use for performing specialized portions of the work under this Contract, including but not limited to electrical services, crane services, motor repair, or other work not performed directly by the Proposer.

All work not specifically identified below shall be performed by the Proposer's own forces. Subcontractors listed must be properly licensed and qualified to perform the work for which they are designated.

Subcontractor substitutions after award are not permitted without prior written consent of the City.

Please list one subcontractor per portion of work. Provide full business name, license number, and description of services to be performed.

#### **SUBCONTRACTOR 1**

---

Portion of Work (describe portion, and state percentage of total contract price)

(        )

---

Company Name	Phone	License #	DIR Registration #
--------------	-------	-----------	--------------------

---

California Contractor License Number	Email Address
--------------------------------------	---------------

---

Address	City	State	Zip-code
---------	------	-------	----------

#### **SUBCONTRACTOR 2**

---

Portion of Work (describe portion, and state percentage of total contract price)

(        )

---

Company Name	Phone	License #	DIR Registration #
--------------	-------	-----------	--------------------

---

California Contractor License Number	Email Address
--------------------------------------	---------------

---

Address	City	State	Zip-code
---------	------	-------	----------



California Contractor License Number

Email Address

---

Address

City

State

Zip-code

**NONCOLLUSION DECLARATION**

I, \_\_\_\_\_, declare that I am the  
Name

\_\_\_\_\_  
Owner, Partner, Corporate Officer (list title), Co-Venturer

of \_\_\_\_\_  
Proposing Entity

and that the proposal submitted herein is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.

I further declare that:

1. **This proposal is genuine and not collusive or sham.**
2. The proposer has **not** directly or indirectly:
  - o Induced or solicited any other proposer to submit a false or sham proposal;
  - o Colluded, conspired, or agreed with any other person or entity to submit a sham proposal;
  - o Attempted to prevent any person or entity from submitting a proposal;
  - o Sought through any agreement or communication to fix the proposal price, overhead, profit, or any cost element of this proposal or any other proposer's proposal.
3. The proposer has **not** disclosed its proposal price, breakdown, or contents to any other proposer or potential proposer, and has **not** paid or agreed to pay any person or entity for such disclosure.
4. All statements contained in this proposal and in this declaration are true and correct.

***I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.***

Executed at \_\_\_\_\_

(City and State)

on \_\_\_\_\_, 2026.

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

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

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

***NOTE: The above Noncollusion Declaration must be submitted with the Proposal. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.***

**WORKERS' COMPENSATION CERTIFICATION**

(Required by California Labor Code §§3700 & 1861)

California Labor Code Section 3700 provides in relevant part:

“Every employer, except the State, shall secure the payment of workers’ compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write workers’ compensation insurance in this state;
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure.”

In accordance with Labor Code Section 1861, I hereby certify as follows:

**I am aware of the provisions of California Labor Code Section 3700, which require every employer to be insured for workers’ compensation or to self-insure in accordance with the law, and I will comply with such provisions before commencing any work under this Contract.**

I further certify that I will maintain compliant workers’ compensation coverage throughout the term of this Contract, shall provide the City with certificates of insurance demonstrating coverage, and shall provide the City with thirty (30) days’ advance written notice of any cancellation.

**Name of Contractor:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

## DRUG FREE WORKPLACE CERTIFICATION

(Required by California Government Code §§ 8350–8357)

The Drug-Free Workplace Act of 1990 (California Government Code § 8350 et seq.) requires that every person or organization awarded a contract by a State or local public agency certify that they will provide a drug-free workplace by taking specific actions.

In accordance with Government Code § 8355, the undersigned hereby certifies as follows:

1. **A drug-free workplace statement will be published**, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace, and specifying actions that will be taken against employees for violations.
2. **A drug-free awareness program will be established and maintained**, informing employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Contractor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs;
  - d. The penalties that may be imposed upon employees for drug-abuse violations.
3. **Each employee engaged in the performance of this Contract will receive a copy of the required statement.** As a condition of employment on this Contract, each employee will agree to abide by the terms of that statement.
4. The Contractor understands that:
  - Violation of this certification may result in suspension of payments, termination of the Contract, or both; and
  - The Contractor may be subject to debarment as provided in Government Code § 8350 et seq.

The undersigned certifies under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

**Name of Contractor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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

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

**SUFFICIENT FUNDS DECLARATION**

Owner: City of Lemoore

Contract: On-Call Well Maintenance and Repair Services

I, \_\_\_\_\_,  
(Full Name of Authorized Representative)

declare that I am the \_\_\_\_\_,  
(Title)

of \_\_\_\_\_,  
(Name of Proposing Entity)

The entity submitting a proposal for the above-referenced Contract.

I further declare the following:

1. **The proposal submitted herewith includes sufficient funds to permit the Proposer to comply with all applicable local, state, and federal labor laws and regulations**, including any prevailing wage requirements that may apply to individual task orders deemed “public works” under California Labor Code § 1720.
2. **If awarded the Contract, the Proposer will comply with all obligations imposed by Labor Code § 2810(d)**, including the requirement not to enter into a contract for labor or services without having sufficient funds available to comply with all applicable labor laws.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20,  
at \_\_\_\_\_,  
(City, State)

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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

## **SPECIAL PROVISIONS**

### **1. Contract Documents**

The Contract Documents for this On-Call Well Maintenance and Repair Services Contract consist of:

- The Request for Proposals (RFP)
- This Contract Booklet and Special Provisions
- The executed Agreement
- The Proposal Forms submitted by the Contractor and accepted by the City
- All addenda issued by the City (if any)

The City of Lemoore Standard Specifications and Standard Drawings do not apply to this Contract unless specifically referenced in writing for an individual task order.

### **2. Scope of Work**

The Contractor shall provide all labor, equipment, supervision, tools, materials, and incidentals necessary to perform on-call water well and pump maintenance, repair, inspection, testing, and related services as required by the City.

Work includes, but is not limited to:

- Pulling and reinstalling vertical turbine pumps, columns, and shafts
- Well-sounding, downhole video inspections, and condition assessments
- Motor diagnostics, including megger testing and vibration analysis
- Pump efficiency testing
- Minor repairs to column pipe, line shafting, electrical components, seals, and couplings
- Chlorination and chemical treatment
- Emergency response twenty-four (24) hours per day, seven (7) days per week
- Written service reports following each task

All work shall comply with:

- Industry standards for water well and pump maintenance
- Manufacturer specifications
- Applicable Cal/OSHA safety regulations
- City operational requirements

### **3. Proposal Requirements**

#### **3.1 DIR Registration (If Applicable)**

This is a service contract. DIR registration is not required, except when the City determines an individual task to be "public works" as defined under Labor Code §1720. If prevailing wage requirements apply to a Task Order as required by law, Contractor shall comply. The City may provide written notice when it believes such requirements apply.

#### **3.2 Contractor Licensing and Qualifications**

The Contractor must possess valid California contractor licenses appropriate for well and pump work (e.g., C-57, C-61/D-21, C-10). The Contractor shall demonstrate experience with pumping equipment, pump pulling, maintenance, inspection, and related services.

### **4. Commencement of Work and Response Time**

This is an on-call contract. No construction Notice to Proceed is issued.

- Routine service requests: Contractor shall respond within two (2) business days.

- Emergency service requests: Contractor shall respond within four (4) hours, twenty-four (24) hours per day, seven (7) days per week.

Work shall not begin until the City issues written authorization (a task order or an email confirmation).

## 5. Authorization and Extra Work

The Contractor shall not begin work without written authorization from the City's designated representative.

Any work performed without authorization will not be compensated.

If additional work becomes necessary outside the assigned task, the Contractor shall immediately notify the City and obtain written approval before proceeding.

## 6. Materials and Approved Equals

Any proposed substitution of equipment, components, or materials must be submitted to the City for review before use. Submittals shall include:

- Manufacturer specifications
- Performance and compatibility data
- Any documentation needed to demonstrate equivalence

No substitution may be used without prior written approval from the City.

## 7. Work Prosecution

The Contractor shall diligently perform each assigned task within the timeframe specified by the City. The Contractor shall coordinate scheduling with City staff to minimize disruptions to water system operations.

A construction schedule is not required.

## 8. Invoicing and Payment

The Contractor shall invoice the City only for work **authorized in writing** by the City through an approved Task Order and Task-Specific Notice to Proceed.

Invoices shall be submitted in a form acceptable to the City and shall include sufficient detail to allow the City to verify compliance with the Contract Documents.

### 8.1 Authorized Billing Rates

All invoices shall be based solely on the following, as outlined in the Contractor's accepted Proposal Forms:

- Approved hourly labor rates
- Approved equipment rates
- Materials at cost plus the approved markup
- Any authorized flat-rate service fees
- Approved mobilization and demobilization charges

No payment will be made for work, standby time, travel time, or expenses **not expressly authorized** in the applicable Task Order or Task-Specific Notice to Proceed.

### 8.2 Billing Unit Definitions

For purposes of pricing, invoicing, and payment under this Contract, billing units shall be defined as follows:

- **"Per Event"** means one mobilization and completion of the defined service at a single well site on a single calendar day, unless otherwise authorized in writing by the City.

- **“Each”** means one discrete completed service, activity, or deliverable specifically authorized under a Task Order.
- **“Hour”** means actual time worked by the approved personnel or equipment classification, rounded to the nearest one-quarter (0.25) hour.

### 8.3 Materials – Definition of Cost

For materials billed under this Contract:

- **“Cost”** means the Contractor’s actual invoiced price paid to a third-party supplier for the material.
- Cost **excludes** the Contractor’s overhead, profit, labor, internal handling, storage, warehousing, administrative fees, or similar charges, unless expressly authorized in writing by the City.
- Freight and applicable taxes may be included **only if** actually charged by the supplier and permitted by law.

Materials shall be billed at cost **plus the approved markup percentage** outlined in the Contractor’s Proposal.

### 8.4 Invoice Content Requirements

Each invoice shall, at a minimum, identify:

- The applicable Task Order number
- Dates of work performed
- Well site location
- Personnel classifications and hours worked
- Equipment used and hours charged
- Materials furnished (with supporting supplier invoices upon request)
- A clear description of the work performed

Invoices lacking required detail or supporting documentation may be returned unpaid for correction.

### 8.5 Emergency and Overtime Billing

Emergency response does **not automatically authorize overtime, premium, or after-hours rates.**

- Overtime or after-hours rates shall apply **only** when:
  - Work is performed outside the Contractor’s normal business hours, **or**
  - Such rates are expressly authorized in the Task Order or Task-Specific Notice to Proceed.

All emergency work shall otherwise be billed in accordance with the approved Contract rates.

### 8.6 Review and Payment

The City shall review each invoice for compliance with the Contract Documents and applicable Task Order.

- No retainage shall be withheld.
- No Caltrans, federal, or construction-related payment forms apply.
- Payment shall be made in accordance with applicable City payment policies after invoice approval.

Invoices for unauthorized work, incomplete tasks, or work performed without required approvals **will not be paid.**

### **8.7 Payment Timing; Disputed Amounts; Partial Payment**

The City will pay undisputed amounts within thirty (30) calendar days after receipt of a properly documented invoice that is approved by the City pursuant to this Contract. If the City disputes any portion of an invoice, the City will provide written notice describing the basis for the dispute. It may withhold only the disputed portion while paying the remainder. Contractor shall promptly provide any additional documentation reasonably requested by the City to resolve the dispute. Nothing in this section limits the City's rights to reject unauthorized charges or work not performed in compliance with the Contract Documents.

### **9. Business License**

The Contractor and all subcontractors must maintain a current City of Lemoore Business License for the duration of the Contract.

### **10. Permits**

The Contractor shall obtain and comply with any permits required for the work, including but not limited to:

- Trucking/transport permits
- Chemical handling requirements
- Crane operation safety compliance

A City encroachment permit is required only if the work occurs in the public right-of-way.

### **11. Award and Execution of Contract**

The award is based on qualifications, experience, responsiveness, and pricing as outlined in the RFP.

This contract is not awarded on a low-bid basis.

The selected Contractor shall execute the Agreement and provide required insurance documentation within ten (10) days of the City's Notice of Intent to Award.

### **12. Contract Administration**

Authorized City Representative means the City staff member(s) identified in writing by the City's Public Works Director/City Manager (or designee) as having authority to issue Task Orders, Task-Specific Notices to Proceed, and modifications. Written authorization by email is valid only when sent from an Authorized City Representative's City-issued email account or an officially designated City procurement/work order mailbox.

The City's Public Works Department shall administer this Contract. The designated City representative shall issue all inspections, approvals, requests, and authorizations.

### **13. Insurance Requirements**

The Contractor shall maintain the insurance coverage described below for the full duration of the Contract. All policies shall be issued by insurers admitted to do business in the State of California and rated **A- or better by A.M. Best**.

This Insurance Requirements Summary is provided for convenience—the full insurance obligations outlined in the Agreement and Special Provisions control in the event of any conflict.

### 13.1. Required Coverage

Type of Insurance	Minimum Coverage Limits	Requirements / Notes
<b>Commercial General Liability (CGL)</b>	<b>\$2,000,000 per occurrence</b> <b>\$4,000,000 aggregate</b>	Must include bodily injury, property damage, personal & advertising injury, products/completed operations, and premises liability. City must be named as <b>Additional Insured</b> using ISO CG 20 10 and CG 20 37 (or equivalent). Coverage must be <b>primary and non-contributory</b> .
<b>Automobile Liability</b>	<b>\$1,000,000 per accident</b> (combined single limit)	Covers owned, hired, and non-owned vehicles. City must be named as an Additional Insured.
<b>Workers' Compensation</b>	<b>Statutory limits (California law)</b>	Required for all employees. Must include waiver of subrogation in favor of the City.
<b>Employer's Liability</b>	<b>\$1,000,000 per accident</b>	May be included in Workers' Compensation policy.
<b>Excess or Umbrella Liability (if needed to meet limits)</b>	Limits sufficient to meet CGL/Auto requirements	Must follow the form of underlying policies and include Additional Insured and primary/non-contributory language.

### 13.2. Additional Insured Requirements

All liability policies (CGL, Auto, and Umbrella, if applicable) must:

- Name the **City of Lemoore, its officers, officials, employees, and agents** as **Additional Insureds**;
- Include **primary and non-contributory** wording;
- Include **completed operations coverage** for the Contractor for at least one (1) year after each task order is completed;
- Contain **no limitations or exclusions** related to:
  - Work on water facilities or utilities
  - Use of cranes or rigging
  - Subsurface work
  - Electrical work related to well operations

### 13.3. Cancellation or Material Change Notice

Each policy shall be endorsed to provide:

- **30 days' written notice** to the City of cancellation, reduction in coverage, or material policy change;
- **10 days' notice** for non-payment of premium.

### 13.4. Proof of Insurance

Before execution of the Agreement and before any work begins, the Contractor shall provide:

1. **Certificates of Insurance** for all required coverages;
2. **Additional Insured Endorsements** (ISO forms or equivalent, not blanket statements);
3. A **Waiver of Subrogation endorsement** for Workers' Compensation;

4. **Declaration pages** showing the limits of coverage.

No work may be performed until the City has approved all insurance documents.

### **13.5. Subcontractor Insurance**

The Contractor shall:

- Require all subcontractors to maintain insurance **equivalent** to that required of the Contractor;
- Obtain and retain subcontractor certificates and endorsements;
- Ensure the City is named as Additional Insured on subcontractor liability policies.

The Contractor is responsible for verifying that subcontractors maintain compliant coverage.

### **13.6. Failure to Maintain Insurance**

Failure to maintain required insurance constitutes a material breach of contract and may result in:

- Suspension of work;
- Withholding of payments;
- Termination of the Contract;
- The City is procuring insurance at the Contractor's expense.

### **13.7. No Limitation of Liability**

Approval of insurance coverage by the City shall not limit or relieve the Contractor of any obligation under this Contract, including indemnification responsibilities.

## **14. Task Order Procedures**

### **14.1 General**

This Contract is an **on-call, task-order-based services agreement**. No work shall be performed under this Contract until the City issues a written Task Order (also referred to as a "Service Request," "Work Authorization," or "Notice to Proceed for Task"). Each Task Order shall describe the specific work to be performed, the location of the work, and any special requirements.

The Contractor shall not begin any work until an authorized City representative issues a written Task Order.

### **14.2. Task Order Request**

When work is required, the City will issue a Task Order request that includes:

1. Description of the requested work
2. Well site and location information
3. Required response time (routine or emergency)
4. Any equipment or personnel requirements
5. Whether prevailing wage applies (if the task meets the definition of public works)
6. Estimated budget authorization
7. Any special conditions or site access constraints

Routine service requests will be sent by email. Emergency requests may be initiated by phone but must be followed by written confirmation from the City.

### **14.3. Contractor Task Order Confirmation**

Upon receipt of a Task Order request, the Contractor shall provide written confirmation that includes:

1. Estimated start time
2. Estimated time to complete the task

3. Anticipated personnel classifications
4. Anticipated equipment to be used
5. Any foreseeable constraints or needed clarifications

Contractor confirmation shall be provided to the City **before mobilizing** unless the City directs immediate emergency response.

#### **14.4. Notice to Proceed (Task-Specific)**

Work on any Task Order shall not begin until the Contractor receives a written Notice to Proceed (NTP) issued by the City, which may be provided via email.

The NTP will constitute City approval of:

- Scope of the task
- Authorized budget
- Authorized rates (per your Proposal Forms)
- Applicability of prevailing wage, if any
- Site safety or coordination requirements

No compensation will be paid for work performed without a Task-Specific NTP.

#### **14.5. Modifications to Task Orders**

If during performance the Contractor identifies:

- Additional work,
- Unforeseen conditions, or
- Changes necessary to complete the task safely or correctly,

The Contractor shall immediately notify the City.

No additional work shall be performed unless the City issues a **written Task Order Modification** authorizing the change.

Additional work performed without written authorization **will not be compensated**.

#### **14.6. Completion of Task and Close-Out Documentation**

Upon completion of each Task Order, the Contractor shall submit:

1. **A written service report** summarizing:
  - Work performed
  - Dates and times at the site
  - Personnel and equipment used
  - Any issues observed
  - Recommendations for corrective action (if needed)
2. **Any required test results or documentation**, such as:
  - Downhole video files
  - Pump efficiency test results
  - Megger test readings
  - Photographs or other evidence of work
  - Chemical treatment documentation
3. **Itemized invoice** consistent with the approved Task Order.

The City must approve the close-out documents before processing payment.

#### **14.7. Emergency Task Orders**

Emergency tasks may be initiated by telephone due to the urgent nature of well or pump failures. In such cases:

- Contractor shall **respond within four (4) hours**.
- City will issue written confirmation of the emergency Task Order as soon as practical.
- The Contractor shall proceed upon verbal authorization, but must document start time, personnel, and equipment used.

Emergency verbal authorization is limited to actions reasonably necessary to stabilize the condition, protect public health and safety, and prevent imminent damage. Unless and until the City issues a written Task Order confirmation, the total not-to-exceed amount for work performed under verbal authorization shall be the lesser of (a) \$10,000, or (b) twelve (12) total billable hours of combined labor and equipment time. Work exceeding this limitation requires written City authorization.

- All emergency work is still subject to the Task Order close-out procedures.

#### **14.8. Task Order Limitations**

- No Task Order shall change or modify the terms of the Master Contract.
- The total compensation for all Task Orders shall not exceed the Contract's not-to-exceed amount.
- The Contractor shall not rely on verbal instructions from unauthorized City staff.

Only designated City representatives may issue or modify Task Orders.

#### **14.9. Dispute Resolution Regarding Task Orders**

If the Contractor disputes any scope directive or believes additional compensation is warranted:

1. The Contractor must notify the City **in writing**, and
2. The City will review and issue a written determination.

The Contractor shall continue to perform work diligently while the dispute is being resolved.

### **15. Emergency Response Requirements**

#### **15.1. General**

The Contractor shall provide **24-hour, 7-day-a-week emergency response services** for urgent well and pump failures that impact the City's potable water system operations. Emergency work may be authorized verbally due to the urgent nature of water supply interruptions, but must be followed by written confirmation as described herein.

#### **15.2. Definition of an Emergency**

For this Contract, an "Emergency" is defined as any condition that poses an immediate threat to:

- The City's ability to deliver potable water to customers;
- Water system pressure or fire-flow capacity;
- Public health or safety;
- Integrity of a well, pump, motor, or critical electrical component; or
- Protection of public or City property.

Examples of emergencies include, but are not limited to:

- Pump or motor failure;
- Electrical or control system failure at a well site;
- Catastrophic mechanical failure of well components;
- Rapidly declining production that impacts water availability;
- Conditions requiring immediate disinfection or chemical treatment.

#### **15.3. Response Time Requirements**

The Contractor shall:

- **Respond to emergency calls within four (4) hours** of City notification;
- Mobilize sufficient personnel, equipment, and materials to stabilize and assess the situation;
- Coordinate directly with City staff to determine the safest and quickest corrective actions.

Failure to meet required response times constitutes a performance deficiency. It may result in written notice, a requirement to implement corrective measures, removal from the City's emergency on-call rotation, non-renewal, and/or termination in accordance with this Contract.

#### **15.4. Emergency Call-Out Procedure**

Emergency calls may be initiated by:

- City Public Works staff;
- City Water Operations personnel;
- City representatives authorized to issue Task Orders.

Procedure:

1. City contacts Contractor by phone for immediate mobilization.
2. Contractor acknowledges receipt of the emergency call within **15 minutes**.
3. Contractor mobilizes and arrives on-site within the required 4-hour period.
4. City issues written confirmation of the emergency Task Order as soon as practicable.
5. Contractor documents start time, personnel, equipment, and conditions upon arrival.

#### **15.5. Verbal Authorization**

Due to the urgent nature of emergencies, the Contractor may proceed based on **verbal authorization from an authorized City representative**.

However:

- Contractor must obtain written confirmation from the City as soon as reasonably possible;
- All emergency work remains subject to the Task Order close-out procedures;
- Unauthorized work beyond what is reasonable for safety and stabilization **will not be compensated**.

Emergency verbal authorization is limited to actions reasonably necessary to stabilize the condition, protect public health and safety, and prevent imminent damage. Unless and until the City issues a written Task Order confirmation, the total not-to-exceed amount for work performed under verbal authorization shall be the lesser of (a) \$10,000, or (b) twelve (12) total billable hours of combined labor and equipment time. Work exceeding this limitation requires written City authorization.

#### **15.6. Safety and Coordination Requirements**

During emergency response, the Contractor shall:

- Follow Cal/OSHA safety requirements;
- Coordinate with City staff on well isolation, electrical lock-out/tag-out, and system status;
- Avoid actions that could further damage well, electrical, or pumping equipment;
- Maintain clear communication with City personnel throughout the incident.

#### **15.7. Emergency Billing and Documentation**

Emergency work shall be billed at the approved Contract rates:

- Emergency labor rates (if applicable within proposer's pricing forms);
- Standard overtime or after-hours rates as listed in the Contractor's proposal;
- Approved equipment rates;
- Materials at cost plus the approved markup.

The Contractor must provide:

1. **An emergency service report** detailing:
  - Date and time of call
  - Arrival time
  - Description of emergency condition
  - Personnel and equipment used
  - Work performed to stabilize or correct the issue
  - Recommendations for follow-up work
2. **Supporting documentation**, including:
  - Test results
  - Photos
  - Video files
  - Temporary measures taken

#### **15.8. Follow-Up Work After Emergency Stabilization**

Any follow-up repair work needed after emergency stabilization shall:

- Be handled under a separate Task Order;
- Be authorized in writing by the City;
- Not be considered part of the emergency call unless specifically designated.

#### **15.9. Availability**

The Contractor shall maintain adequate staffing, equipment, and resources at all times to handle emergency calls during the term of this Contract. Backup personnel must be available if the primary staff are unavailable.

#### **16. Site Conditions**

The Contractor shall inspect each site before performing work. The City makes no guarantee regarding subsurface conditions, well conditions, or the condition of pump components before removal.

The site must be left clean and safe upon completion.

#### **17. Changes to the Scope of Work**

The City may modify or expand work for any assigned task. Additional work requires written authorization.

There are no construction bid quantities under this Contract.

#### **18. Task Kickoff Meetings**

For major work such as pump pulling, the City may require a brief pre-task kickoff meeting to coordinate safety, access, and operational requirements.

#### **19. Certificates of Compliance**

Upon request, the Contractor shall provide documentation verifying that the installed parts, materials, and chemicals comply with manufacturer or industry standards.

#### **20. Labor Compliance**

If a task is designated as public works, the Contractor shall comply with applicable California prevailing wage laws and DIR requirements. DIR eCPR submissions apply only to such tasks.

**21. Inspection**

City representatives may inspect work at any time. Work performed without proper authorization or inspection may be rejected.

**22. Preservation of Property**

The Contractor is responsible for protecting all existing utilities, equipment, electrical panels, well casings, cables, and appurtenances. Damage caused by the Contractor shall be repaired at the Contractor's expense.

**23. Cleanup**

Contractor shall maintain a clean and orderly work area and remove all debris upon completion of each task.

**24. Warranty**

The Contractor shall warrant all work, labor, and installed parts for one (1) year unless a longer manufacturer's warranty applies. City acceptance for purposes of warranty commencement occurs when the City provides written approval of the Task Order closeout documentation (email acceptable).

**25. Task closeout**

For each assigned task, the Contractor shall:

- Provide a written summary of work performed
- Submit any applicable test results, inspection findings, or video files
- Obtain City approval that the task is complete

No as-built drawings are required for this Contract.

(BLANK PAGE)

**DRAFT**

**APPENDIX I**

**AGREEMENT**

(BLANK PAGE)

DRAFT

## AGREEMENT (CIVIL PROJECT)

This agreement ("Agreement") is made at the City of Lemoore California, by and between \_\_\_\_\_ [insert name of Contractor], hereinafter called the "Contractor," and the City of Lemoore, hereinafter called the "City" or "Owner."

WITNESSETH: That the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

### ARTICLE I. SCOPE OF WORK

Contractor agrees to furnish all labor, equipment, materials, tools, and incidentals necessary to perform **on-call well and pump maintenance, repair, inspection, testing, and related services** ("Work") in accordance with the Scope of Work defined in the Contract Documents.

Contractor shall perform all Work in a professional and workmanlike manner consistent with industry standards, manufacturer requirements, and applicable safety regulations.

### ARTICLE II. RELATIONSHIP OF PARTIES

Contractor and its employees, agents, and subcontractors shall act as **independent contractors**, not City employees. Contractor has full control over the means, methods, techniques, and sequences of the Work. This Agreement creates no employment relationship between Contractor and the City.

Contractor shall not bind the City to any obligation without express written authorization.

### ARTICLE III. CONTRACT DOCUMENTS

The Contract Documents governing this Agreement consist of the following, whether attached or incorporated by reference:

1. This executed Agreement;
2. The Special Provisions, including Task Order and Emergency Response requirements;
3. The Request for Proposals, Notice Inviting Proposals, and Instructions for Proposers;
4. The Contractor's Proposal Forms and unit pricing, as accepted by the City;
5. All Task Orders, Task-Specific Notices to Proceed, and written modifications issued by the City; and
6. Any addenda or written amendments issued by the City.

In the event of any conflict, the order of precedence shall be as listed above; provided, however, that the insurance requirements outlined in Special Provisions Section 13 control in the event of any conflict.

Construction specifications, standard drawings, and construction bidding requirements do not apply unless expressly incorporated for a specific Task Order in writing.

### ARTICLE IV. PAYMENT

Compensation shall be made in accordance with the Proposal Schedule submitted by the Contractor and accepted by the City. Payment timing, invoice requirements, and dispute procedures are governed by Special Provisions Section 8.

Payment will be based on:

- Hourly labor rates
- Equipment rates
- Materials at cost plus approved markup
- City-authorized flat-rate services
- Approved task authorizations

No payment shall be made for work not authorized by the City. Total compensation under this Agreement shall not exceed the not-to-exceed amount established by the City in writing

(the "NTE Amount"). The City has no obligation to authorize Work beyond the NTE Amount, and Contractor shall not perform Work in excess of the NTE Amount without a written amendment executed by the City.

### ARTICLE V. TERM & TERMINATION

This Agreement is effective upon execution and remains in force for **one year**, with up to **two optional one-year extensions** at the City's discretion.

The City may terminate this Agreement, with or without cause, upon ten (10) days' written notice. Upon termination, Contractor shall immediately stop Work as directed, take reasonable steps to protect the Work and City property, and provide task closeout documentation for all authorized Work performed. The City will compensate Contractor for authorized Work performed and accepted through the effective date of termination, and for authorized, non-cancelable costs incurred before termination to the extent supported by documentation and approved in writing by the City. No other costs, lost profits, or consequential damages shall be due.

### ARTICLE VI. INSURANCE & INDEMNIFICATION

#### A. Indemnification

Contractor shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and agents from any claims, damages, liabilities, and expenses arising from Contractor's negligent acts, errors, omissions, or willful misconduct.

#### B. Insurance

Contractor shall procure and maintain, at its sole cost and expense, the insurance coverages and endorsements required by Special Provisions Section 13, which are incorporated herein by reference. Such requirements include, without limitation, additional insured coverage for both ongoing operations and completed operations (ISO CG 20 10 and CG 20 37 or equivalent), primary and noncontributory wording, waiver of subrogation for Workers' Compensation, required limits, cancellation notice provisions, and subcontractor insurance obligations. No work may begin until the City has reviewed and approved the required certificates and endorsements.

### ARTICLE VII. WARRANTY

Contractor warrants its quality for **one (1) year** from the date of City acceptance for each task order. Manufacturer warranties shall be passed through to the City.

### ARTICLE VIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral agreements.

### ARTICLE IX. AMENDMENTS

This Agreement may be amended only by a written instrument signed by both parties.

### ARTICLE X. ASSIGNMENT

Contractor may not assign or transfer any rights or obligations under this Agreement without the City's prior written consent.

**ARTICLE XI. NOTICE**

Notices shall be provided in writing and delivered personally, by certified mail, or by overnight delivery service to the addresses designated by each party.

**ARTICLE XII. GOVERNING LAW; VENUE**

The laws of the State of California shall govern this Agreement. Venue shall lie exclusively in the Kings County Superior Court.

Contractor represents that it is not aware of any facts that would constitute a violation of California conflict-of-interest laws applicable to public contracts. Contractor shall promptly notify the City in writing if a potential conflict of interest arises during the term of this Agreement.

**ARTICLE XVI. CONFLICT OF INTEREST**

Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and directives, including, without limitation, workplace safety requirements and labor laws applicable to each Task Order. Contractor shall not discriminate in employment or performance of this Agreement on any basis prohibited by law.

**ARTICLE XV. NON-DISCRIMINATION; COMPLIANCE WITH LAWS**

Contractor acknowledges that the City is a public agency subject to the California Public Records Act. Records relating to this Agreement and Task Orders may be subject to public disclosure unless exempt by law. If Contractor claims that any submitted material is exempt from disclosure, Contractor shall clearly mark the material and provide the legal basis for the claimed exemption; however, the City will make the final determination regarding disclosure in accordance with applicable law.

**ARTICLE XIV. PUBLIC RECORDS**

Contractor shall maintain complete and accurate books, records, documents, and other evidence directly pertinent to the Work, including time records, equipment logs, and material invoices. Contractor shall retain such records for a minimum of four (4) years after final payment under this Agreement (or longer if required by law for any Task Order). Upon reasonable notice, the City and its auditors may examine and audit such records during normal business hours.

**ARTICLE XIII. RECORDS; AUDIT; RETENTION**

**ARTICLE XVII. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, they have executed this Agreement the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR

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

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

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

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

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

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

Contractor License No.: \_\_\_\_\_

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

CITY OF LEMOORE

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

City Manager

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

Attest:

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

City Clerk

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

(BLANK PAGE)

DRAFT