



PUBLIC WORKS DEPARTMENT

CONTRACT BOOKLET

On-Call Well Maintenance and Repair Services

Request for Proposals and Contract Documents

Rev. 3, July 10, 2026— supersedes Rev. 2 / prior version

Solicitation No.: RFP 2026-02

Issue Date: 2026-07-29

Proposal Due: 2026-09-01 03:00 PM

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Notice Inviting Proposals

The City of Lemoore ("City") is soliciting sealed proposals from qualified firms to provide on-call well and pump maintenance, repair, inspection, testing, and related services (the "Services") for the City's potable water well facilities.

This solicitation is an on-call procurement for maintenance and repair services for potable water well facilities. It is not being converted to a qualifications-based engineering procurement, nor is it a public works construction bid at the contract level. Certain Task Orders may be designated by the City as public works when required by applicable law. Proposers shall submit hourly labor rates, equipment rates, service rates, and a materials markup on the Proposal Schedule provided in this Booklet.

1.1 Submission Deadline and Delivery

Sealed proposals must be received by the City Clerk at 711 W. Cinnamon Drive, Lemoore, California 93245, no later than 3:00 p.m. on September 01, 2026 (the "Proposal Deadline"). Proposals received after the Proposal Deadline will not be opened or considered.

Each proposal shall be submitted in a sealed envelope clearly marked:

PROPOSAL — ON-CALL WELL MAINTENANCE AND REPAIR SERVICES

1.2 Contract Documents

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

1.3 Prevailing Wage

Certain individual tasks assigned under this Contract may fall within the definition of "public works" under California Labor Code § 1720 et seq. If the City designates a task as public works, the City will notify the Contractor in writing before issuance of the Task Order. The Contractor shall comply with all applicable prevailing wage, apprenticeship, and Department of Industrial Relations (DIR) requirements for that task only, including registration under Labor Code § 1725.5 and certified payroll under Labor Code § 1776.

1.3A Historical Workload Information (Informational Only)

For general reference only, the City has historically operated multiple potable water wells and has used on-call well maintenance, repair, and inspection services as needed. Annual expenditures and service frequency have varied based on operational needs, system conditions, and emergency events. This information is provided solely to assist Proposers in understanding potential service conditions. It is not a representation of anticipated workload and does not guarantee any minimum amount of work, Task Orders, or compensation.

Active City wells: Nine Active City Wells

Typical Task Order size distribution (informational only):

- Small routine tasks: approximately \$1,000–\$5,000
- Typical repairs and maintenance: approximately \$5,000–\$25,000
- Major repairs or emergency work: may exceed \$25,000 depending on conditions

1.4 Proposal Validity

All proposals shall remain irrevocable and valid for ninety (90) calendar days after the Proposal Deadline.

1.5 Evaluation and Award

The City will evaluate proposals using a best-value methodology appropriate for on-call maintenance and repair services. Award will not be based solely on price. The City may award one or more contracts, up to three (3) contractors, to protect continuity of water-system operations, improve emergency coverage, and maintain task-order flexibility. The City reserves the right to determine which proposal or combination of proposals represents the best overall value based on the following weighted evaluation criteria:

Evaluation Criterion	Weight
Relevant well and pump maintenance experience	20%
Qualifications of key personnel	15%
Equipment, resources, and emergency response capability	20%
Pricing structure and cost competitiveness	30%
References and past performance	15%
Total	100%

The City reserves the right to reject any or all proposals, waive minor irregularities, request clarifications, conduct interviews, request best-and-final offers, negotiate final terms with one or more highest-ranked proposers, cancel or reissue the solicitation, and take any other action authorized by law and consistent with the best interests of the City.

“Closely ranked” means Proposals whose evaluation scores are within five percent (5%) of the highest-ranked Proposal. The City may use this band to determine whether additional awards would provide operational value, emergency redundancy, specialized capabilities, or improved overall coverage. The City reserves the right to hold clarifying interviews with all closely ranked Proposers before making a best-value determination. Where proposals are closely ranked, the City may consider qualitative differences in emergency response capability, past performance reliability, risk factors, task-order availability, and overall confidence in performance when determining best overall value. Selection is not based solely on numerical score.

1.6 Evaluation Methodology

The City will not apply, interpret, or infer any pricing methodology, assumption, or calculation that is not expressly reflected in the Proposal Schedule.

The City may evaluate proposals based on the information contained in the proposal, references, clarification responses, interviews (if conducted), and any other information reasonably requested by the City.

The City may compare proposals using hypothetical service scenarios and task-order combinations. Such scenarios are used solely for evaluation and do not guarantee future work, quantities, task orders, or compensation.

The City may develop and utilize evaluation scenarios that reflect anticipated operational conditions, emergency response events, maintenance activities, and service combinations reasonably expected during the Contract Term.

The City reserves the right to exercise reasonable discretion in evaluating proposals and determining which proposal represents the best overall value to the City. The City may consider proposal content, qualifications, experience, references, emergency response capability, equipment availability, staffing resources, pricing, responsiveness, responsibility, and any other evaluation factors identified in the Contract Documents.

The City's evaluation determinations shall be based upon the information available at the time of evaluation and shall be made in the best interests of the City.

The City will evaluate pricing based solely on the values entered by the Proposer in the Proposal Schedule and any City-issued evaluation scenario included in this solicitation or addenda. For scoring purposes, the City may apply identical assumed quantities to each proposer's submitted rates. The City will not interpret, reconstruct, re-bundle, normalize, or otherwise modify any pricing methodology, worksheet, assumption, or calculation that is not expressly incorporated into the Proposal Schedule.

Clarifications may be used only to confirm information already contained in a proposal or resolve minor ambiguities. Clarifications may not be used to modify pricing, staffing, subcontractors, equipment commitments, or any other substantive element of a proposal, or to cure a material defect existing at the Proposal Deadline.

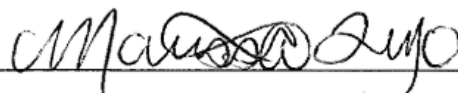
The City may use evaluator scoring sheets, consensus evaluations, reference verification results, responsibility reviews, pricing evaluations, and other evaluation documentation in its best-value determination. The City is not required to award a Contract based solely upon any single evaluation factor, score, ranking, or pricing result.

1.7 Execution of Agreement

The Proposer selected for award shall execute the Agreement (Appendix A) and provide all required insurance certificates, endorsements, and other documentation within ten (10) calendar days after issuance of the City's Notice of Award or other written City authorization to execute the Agreement, unless the City grants additional time in writing. Failure to timely execute the Agreement or provide required documentation may result in withdrawal of the award, rejection of the proposal, a determination that the Proposer is not responsible, or any other action authorized by law.

1.8 Signature Block

CITY OF LEMOORE

By: 
Name / Title: MARISSA TREJO, City Manager
Date: 7/14/26

Instructions for Proposers

2.1 Required Proposal Forms

Proposals shall be submitted on the forms included in this Contract Booklet. Each proposal shall include, at a minimum, the following completed and executed documents:

- Completed Proposal Schedule, including all required pricing forms
- Summary Proposal
- Proposer Qualification Questionnaire
- Licensing and Performance Responsibility Matrix
- Subcontractor Designation (if any portion of the work will be subcontracted)
- Noncollusion Declaration
- Workers' Compensation Certification
- Drug-Free Workplace Certification
- Iran Contracting Act Certification (if aggregate contract value could exceed \$1,000,000)
- Sufficient Funds Declaration (Labor Code § 2810)
- Acknowledgment of all addenda issued by the City

2.2 Public Works Note

DIR registration (Labor Code § 1725.5), payment and performance bonds, DBE forms, and other public-works-only requirements are not applicable at the Contract level. They apply only to individual tasks the City designates as "public works" under Labor Code § 1720 and only to the affected task.

2.3 Conditional and Non-Conforming Proposals

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

2.4 Solicitation Schedule; Questions and Clarifications

All questions, clarification requests, or substitution requests shall be submitted in writing by the deadline stated in the Solicitation Schedule. The City may issue responses by written addendum. Only written addenda issued by the City are binding.

The anticipated schedule for this solicitation is as follows. The City reserves the right to modify the schedule by written addendum.

Issue Date: 2026-07-29

Optional Site Visit / Pre-Proposal Meeting, if any: 2026-08-11 11:00 AM

Deadline for Written Questions: 2026-08-20 11:59 PM

Last Day for City Addenda, if any: 2026-08-27 11:59 PM

Proposal Deadline: 2026-09-01 03:00 PM

Anticipated Notice of Intent to Award: 2026-09-18

Anticipated Council Award / Authorization, if required: 2026-10-06

Agreement Execution Deadline: Within ten (10) calendar days after City authorization to execute or Notice of Award, unless extended by the City.

2.5 Signature Requirements

Each proposal shall include the full business address of the Proposer and be signed in ink by an authorized representative as follows:

- Individual: Signed by the individual using the business name.
- Sole Proprietor DBA: Signed as "Individual DBA [full trade name]."
- Partnership: Signed in the partnership name by a general partner.
- Corporation: Signed in the exact corporate name by an authorized officer, with title, and attested by a second corporate officer.
- Limited Liability Company: Signed by a managing member or authorized officer.
- Joint Venture: One signature per venturer, each signing in accordance with the rules above.

2.6 Delivery of Sealed Proposals

The Proposer is solely responsible for delivery to the designated location by the Proposal Deadline. Late, faxed, or emailed proposals will not be accepted.

2.7 Withdrawal of Proposals

A proposal may be withdrawn by written request received by the City Clerk before the Proposal Deadline. After the Proposal Deadline, proposals shall remain irrevocable for ninety (90) calendar days.

2.8 Opening of Proposals

Proposals will not be publicly opened. Because this is a professional and service procurement rather than a public works construction bid, prices may or may not be publicly disclosed at the City's discretion, consistent with applicable law.

2.9 Public Records Act

Proposals submitted to the City may be subject to disclosure under the California Public Records Act (Gov. Code § 7920.000 et seq.). If a Proposer believes that any portion of its proposal contains trade secrets or other information exempt from disclosure, the Proposer shall clearly mark those portions as "Confidential — Trade Secret" and identify the legal basis for the claimed exemption. The City is not obligated to defend any such designation. If a request for disclosure is received, the City will provide the Proposer with reasonable notice to seek a protective order at the Proposer's sole cost.

2.10 Site Examination

Before submitting a proposal, Proposers shall carefully review the Scope of Work, Special Provisions, Agreement, Proposal Forms, and all addenda. Proposers may coordinate an optional site visit through the City. Failure to inspect any site shall not relieve the Proposer of any obligation under the Contract Documents.

2.11 Substitutions and Approved Equals

Any proposed substitution of equipment, components, or materials shall be submitted in writing to the City for review and prior written approval. Submittals shall include manufacturer specifications,

performance data, compatibility information, and other documentation necessary to demonstrate that the proposed item is at least as good as the specified item. No substitution may be furnished, installed, or invoiced without the City's prior written approval.

2.12 Addenda

All addenda issued by the City before the Proposal Deadline are incorporated into the Contract Documents. Each Proposer shall acknowledge receipt of every addendum on the Proposal Form. Failure to acknowledge an addendum may render the proposal non-responsive.

2.12A No Reliance on Oral Statements

Proposers shall rely solely upon the Contract Documents, including any written addenda issued by the City, when preparing proposals.

Oral statements, interpretations, explanations, representations, or other communications made by City officials, employees, consultants, or representatives shall not modify the Contract Documents. They shall not be relied upon by any Proposer.

If a Proposer believes clarification of any Contract requirement is necessary, the Proposer shall submit a written request in accordance with Section 2.4. Only written clarifications issued through an addendum shall be binding upon the City.

2.13 Evidence of Responsibility

The City may require any Proposer to submit evidence of responsibility, including contractor and subcontractor licenses, references, project experience, key personnel qualifications, equipment availability, financial capability, safety program documentation, insurance information, and emergency response resources. The City may independently verify all such information. Failure to provide requested information within the timeframe specified by the City may result in a determination that the proposal is non-responsive or that the Proposer is not responsible.

2.14 Reliance on Proposal Representations

The City may rely upon any representation, certification, qualification, project experience, staffing or equipment commitment, subcontractor designation, or reference information submitted by the Proposer. Material inaccuracies, omissions, or misrepresentations may constitute grounds for rejection of the proposal, a determination that the Proposer is not responsible, rescission of a Notice of Intent to Award, termination of the Contract, or any other remedy available under the Contract or applicable law.

2.15 Reserved Rights of the City

In addition to any other right reserved elsewhere in the Contract Documents, the City reserves the right to reject any or all proposals; waive minor informalities or irregularities; request clarifications, supplemental information, or additional documentation; conduct interviews; verify qualifications, references, licenses, equipment, staffing, and subcontractors; request best-and-final offers; cancel, postpone, revise, reissue, or re-solicit the procurement; modify the solicitation schedule; issue addenda; negotiate final Contract terms with the selected Proposer; and take any other action authorized by law and consistent with the best interests of the City.

Nothing in this solicitation creates any contractual right in favor of any Proposer until the City has fully executed a written Agreement. The City shall not be liable for any cost incurred by a Proposer in connection with preparing, submitting, clarifying, negotiating, or otherwise participating in the solicitation process.

2.16 Award

The Contract may be awarded to the Proposer determined by the City to provide the best overall value based on the evaluation criteria in § 1.5, considering relevant experience, qualifications of key personnel, equipment and resource availability, emergency response capability, references and past performance, responsiveness, pricing structure and competitiveness, overall ability to meet the operational needs of the City, and responsibility of the Proposer. Nothing in this solicitation obligates the City to award a Contract to any Proposer, including the Proposer receiving the highest evaluation score or lowest proposed pricing.

2.17 Protest Procedures

2.17.1 Filing a Protest

Any protest challenging the terms, conditions, specifications, proposal forms, evaluation criteria, or other contents of this solicitation shall be submitted in writing before the deadline for written questions stated in the Solicitation Schedule.

A Proposer that fails to timely raise such objection before that deadline waives the right to protest the same issue after proposal submission or award, except to the extent the issue arises from a subsequent addendum issued by the City.

2.17.2 Protest Deadline

Any protest of the intended award shall be received by the City Clerk within five (5) calendar days after issuance of the Notice of Intent to Award. Failure to file within this period constitutes an absolute waiver of the right to protest.

2.17.3 Valid Grounds for Protest

Valid grounds are limited to (a) failure to follow a material requirement of the solicitation; (b) material error in the evaluation process; (c) material non-compliance with mandatory solicitation requirements; or (d) violation of applicable law affecting the procurement.

2.17.4 Insufficient Grounds

The following, standing alone, are not sufficient grounds to sustain a protest: disagreement with the City's business judgment, evaluation scoring or weighting, best-value determination, responsibility determination, decision to request or not request clarifications, interpretation of pricing submitted in the Proposal Schedule, or another proposer's pricing methodology.

2.17.5 City Review and Final Determination

The City may investigate the protest, request additional information, and consult legal counsel. The City shall issue a written determination, which shall be final and shall exhaust the Proposer's administrative remedies.

2.18 Taxes

The Contractor is responsible for all applicable federal, state, and local taxes associated with performance of this Contract, including sales, use, and payroll taxes. The City is generally exempt from federal excise taxes and, upon request, will provide applicable exemption documentation. Any tax savings realized through City-provided exemption certificates 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.

Proposal Schedule

FOR THE ON-CALL WELL MAINTENANCE AND REPAIR SERVICES CONTRACT

TO: City Manager, City of Lemoore

FROM (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 under this Contract in accordance with the pricing, qualifications, and requirements set forth below.

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

Proposer shall complete every item. Failure to provide a price for any item may result in the proposal being deemed non-responsive.

Section A — Labor Rates

Sunday, holiday, and post-12-hour continuous labor shall be billed at **double-time (2.0x) the awarded straight-time rate**, consistent with California Labor Code §§ 510 and 511.

Item	Description	Unit	Unit Price
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	\$ _____
A-9	Project Manager / Supervisor	Hour	\$ _____

Section B — Equipment Rates

Item	Description	Unit	Unit Price
B-1	Pump Pulling Rig (equipment only; labor/operator billed separately)	Hour	\$ _____
B-2	Crane — Up to 20 Ton	Hour	\$ _____
B-3	Crane — Over 20 Ton	Hour	\$ _____

Item	Description	Unit	Unit Price
B-4	Flatbed / Service Truck	Hour	\$ _____
B-5	Air Compressor	Hour	\$ _____
B-6	Generator	Hour	\$ _____
B-7	Downhole Video Camera Inspection System	Per Event	\$ _____
B-8	Sounding / Measurement Equipment	Hour	\$ _____
B-9	Chemical Treatment Rig (chlorination / acidization)	Per Event	\$ _____

Section C — Inspections and Assessments

Item	Description	Unit	Unit Price
C-1	Initial Well Inspection and Condition Assessment	Each	\$ _____
C-2	Downhole Video Inspection (includes written report and video file)	Each	\$ _____
C-3	Pump Efficiency Test (with written report)	Each	\$ _____
C-4	Motor Megger / Insulation Resistance Test	Each	\$ _____
C-5	Vibration Analysis	Each	\$ _____
C-6	Static and Pumping Water-Level Measurement	Each	\$ _____

Section D — Pulling, Disassembly, and Reinstallation

Item	Description	Unit	Unit Price
D-1	Pull Pump Assembly (crew labor only; pulling rig/equipment billed separately)	Hour	\$ _____
D-2	Pull Motor	Hour	\$ _____
D-3	Pump Disassembly	Each	\$ _____
D-4	Pump Inspection Report	Each	\$ _____
D-5	Reinstall Pump Assembly	Hour	\$ _____
D-6	Reinstall Motor	Each	\$ _____

Section E — Minor Repairs

Item	Description	Unit	Unit Price
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

Materials will be reimbursed at verified cost plus the fixed markup below. Markup shall be applied only to the actual invoiced cost paid to a third-party supplier. It shall constitute full compensation for all overhead, procurement, handling, and financing costs associated with materials.

Any single material or subcontractor line item exceeding \$2,500 requires the Contractor to obtain and attach three (3) written quotes with the invoice when commercially available equivalent sources are reasonably obtainable without delaying the Work. The City may waive the three-quote requirement in writing for OEM-specific parts, sole-source components, emergency response, supply-chain limitations, warranty-matching parts, or other documented circumstances where competitive quotes are not practical.

Item	Description	Unit	Markup
F-1	Materials markup on verified supplier invoices (not to exceed 15%)	% Markup	_____%

Section G — Mobilization

Only one mobilization line may be billed per site visit. When emergency mobilization G-3 applies, routine mobilization G-1 shall not be stacked. Overtime labor rates under Section A apply to labor hours only and are not duplicative of emergency mobilization. Unless specifically authorized in a Task Order, hourly equipment billing begins upon arrival at the City site and ends when equipment leaves the City site; travel time, standby time, and yard loading time are included in the applicable mobilization or demobilization charge and may not be separately billed as equipment time.

Item	Description	Unit	Unit Price
G-1	Mobilization / Trip Charge	Per Trip	\$ _____
G-2	Demobilization	Per Trip	\$ _____
G-3	Emergency Mobilization (target 4-hour response)	Per Trip	\$ _____

Proposal Certifications

1. **Firm Pricing.** The Proposer certifies that the unit prices submitted shall remain firm for a minimum of ninety (90) days after the Proposal Deadline and, if awarded, shall remain firm through the first Contract year, subject only to the annual escalation permitted under § 5.4 of the Special Provisions.
2. **Task Order Authorization.** The Proposer acknowledges that the City may issue Task Orders on an as-needed basis and that no Work shall begin until the City issues written authorization.
3. **Accuracy of Information.** 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. **Licensing.** The Proposer certifies that it possesses all California contractor licenses necessary to perform the Work it will self-perform, and that any subcontractor will hold the appropriate license for the scope assigned to it.
5. **Pricing Structure.** The Proposer certifies that the City will evaluate only the pricing entered into the Proposal Schedule, that the pricing entered accurately reflects the Proposer's intended compensation structure, and that the City is not responsible for interpreting, reconstructing, or applying any pricing methodology not expressly stated in the Proposal Schedule.
6. **Debarment and Eligibility.** The Proposer certifies that neither the Proposer nor any proposed subcontractor is currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise prohibited from contracting with any federal, state, or local governmental entity, and is not subject to any judgment, administrative order, or regulatory action that would materially impair the ability to perform the Services. The Proposer shall immediately notify the City in writing of any such action arising during the solicitation or Contract term.
7. **Conflict of Interest and Gifts.** The Proposer certifies that no officer, employee, agent, elected official, consultant, or representative of the City has a financial interest in the Proposer's organization that would violate applicable conflict-of-interest laws. The Proposer further certifies that no gratuity, gift, entertainment, promise of future employment, payment, loan, favor, or other thing of value has been offered, given, or promised to any City officer, employee, consultant, or representative to influence any procurement decision, contract award, evaluation determination, Task Order issuance, or Contract administration action related to this solicitation. The Proposer shall immediately disclose to the City any actual, apparent, or potential conflict of interest arising during the solicitation process or the Contract term.
8. **Iran Contracting Act.** If the aggregate value of this Contract could equal or exceed \$1,000,000, the Proposer certifies that it is not identified on the current DGS Iran Contracting Act (PCC §§ 2200–2208) list of prohibited persons and does not engage in investment activities in Iran as described in PCC § 2202.5.
9. **Nondiscrimination.** The Proposer certifies that it does not and will not unlawfully discriminate against any employee, applicant, or subcontractor based on race, religion, color, national origin, ancestry, age, sex, gender identity, gender expression, sexual orientation, marital status, medical condition, mental or physical disability, genetic information, military or veteran status, or any other protected classification under federal or California law.

Proposer Information and Signature

Company Name	_____
Business Address	_____
City / State / Zip	_____
Phone	_____
Email	_____
Contractor License No.	_____
License Classification(s)	_____
License Expiration Date	_____
DIR Registration No. (if any)	_____
Authorized Representative	_____
Title	_____

Signature

Date

Addenda Acknowledgment — This proposal is submitted with respect to the following Addenda:

Addendum No(s).

WARNING: Failure to acknowledge all issued addenda may render this proposal non-responsive.

Proposer Qualification Questionnaire

4.1 Contractor Information

Company Name	_____
Business Address	_____
Phone	_____
Email	_____
Primary Contact	_____
California Contractor License No.	_____
Classifications Held	_____
Expiration Date	_____

Contractor must hold a valid California contractor license appropriate for well, pump, and (where applicable) electrical maintenance services (typically C-57, C-61/D-21, and/or C-10).

4.2 Company Qualifications and Experience

A. Years in Business

Years the firm has performed well maintenance, pump service, well rehabilitation, or similar work:

B. Description of Services

Provide a brief description of the firm's primary services related to water wells and pump systems (attach continuation sheet if needed).

C. Relevant Project Experience (Past 5 Years)

List 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 Name	_____
Contact Phone / Email	_____

Project 2:

Agency / Client	_____
Description of Work	_____
Year	_____
Contact Name	_____
Contact Phone / Email	_____

Project 3:

Agency / Client	_____
Description of Work	_____
Year	_____
Contact Name	_____

Contact Phone / Email _____

(Attach additional sheets if necessary.)

D. Reference Verification and Past Performance

The Proposer authorizes the City to contact any reference provided and any other public agency, utility, municipality, special district, or customer reasonably known to have received similar services from the Proposer or its proposed subcontractors. The City may evaluate past performance based on quality of work, responsiveness, schedule and response time, contract administration, change order history, claims history, safety performance, regulatory compliance, customer service, and overall satisfaction of prior clients.

Negative reference findings may materially impact overall evaluation regardless of score.

4.3 Key Personnel Assigned to This Contract

Project Manager _____

Lead Pump / Well _____

Technician _____

Crane Operator(s) _____

Electrician (if applicable) _____

Provide a summary of qualifications and years of experience for each individual identified. Attach resumes.

Key personnel identified in the proposal shall not be substituted without prior written consent of the City. See Special Provisions § 3.4.

4.4 Equipment and Resources

Indicate the equipment the firm owns or has secured for use on this Contract:

- ☐ 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): _____

4.5 Safety Program

Safety Officer _____

Does the firm maintain a written Injury and Illness Prevention Program (IIPP) compliant with Cal/OSHA (8 CCR § 3203)? ☐ Yes ☐ No

Current Experience Modification Rate (EMR): _____

Has the firm's EMR exceeded 1.0 in the past three (3) years? ☐ Yes ☐ No If yes, explain:

List any serious, willful, or repeat Cal/OSHA citations issued within the past five (5) years: ☐ None
Otherwise, describe: _____

4.6 Insurance

The selected Proposer shall provide proof of the following coverages before execution of the Agreement and before any Work begins:

- Commercial General Liability
- Automobile Liability
- Workers' Compensation and Employer's Liability
- Excess / Umbrella Liability (if required)

Insurance Broker _____

4.7 Litigation, Claims, and Contract Disputes

List any claims, disputes, terminations, or litigation specifically related to well or pump maintenance services in the past five (5) years: ☐ None Otherwise, describe: _____

4.8 Licensing and Performance Responsibility Matrix

Identify whether each major service category will be self-performed or subcontracted, and the license classification that will hold that scope.

Service Category	Self-Perform	Subcontract	License Classification	Performing Firm
Pump Pulling	☐	☐		
Well Rehabilitation	☐	☐		
Electrical Services	☐	☐		
Motor Repair	☐	☐		
Crane Services	☐	☐		
Downhole Video Inspection	☐	☐		
Chemical Treatment / Disinfection	☐	☐		
Emergency Response	☐	☐		

4.9 Certification

The Proposer certifies that all work requiring a California contractor license classification shall be performed by an entity holding the appropriate license classification. The Proposer further certifies that the information contained in this Questionnaire and the Licensing and Performance Responsibility Matrix is true and correct and may be relied upon by the City in evaluating responsibility.

Signature: _____

Name / Title: _____

Company: _____

Date: _____

Summary Proposal

City of Lemoore — On-Call Well Maintenance and Repair Services

The Summary of Proposed Unit Rates below is provided for administrative purposes only. It does not, by itself, determine award, establish contract value, or create any entitlement to work.

Category	Amount
Labor Total	\$ _____
Equipment Total	\$ _____
Inspection & Assessment Total	\$ _____
Pulling / Disassembly / Reinstall Total	\$ _____
Minor Repairs Total	\$ _____
Materials Markup %	_____ %
Mobilization / Demobilization Total	\$ _____
SUMMARY OF PROPOSED RATE CATEGORIES (INFORMATIONAL ONLY)	\$ _____

No quantities are guaranteed. The Summary of Proposed Unit Rates does not establish actual contract value, anticipated workload, estimated quantities, or compensation to be paid under the Contract.

All pricing entered in the Proposal Schedule shall consist solely of unit prices. In the event of a discrepancy between a unit price entered in the Proposal Schedule and any total, summary amount, worksheet, narrative, or other pricing reference, the unit price entered in the Proposal Schedule shall govern.

THE CONTRACTOR SHALL PROPOSE ON ALL ITEMS IDENTIFIED IN THE PROPOSAL SCHEDULE. FAILURE TO PROVIDE REQUIRED PRICING MAY RESULT IN THE PROPOSAL BEING DEEMED NON-RESPONSIVE.

Insurance Provider /
Broker

Subcontractor Designation

The Proposer shall list below every subcontractor the Proposer intends to use for a portion of the Work, together with the portion of Work, license number, and DIR registration number (if applicable to a designated public works task). Only one firm shall be listed for each portion of Work.

Subcontractors listed shall be properly licensed and qualified. Substitutions after award are not permitted without the City's prior written consent, in accordance with California Public Contract Code § 4107 where applicable, and Special Provisions § 3.5.

Subcontractor 1

Portion of Work	
Approximate % of Contract Value	
Company Name	
Contractor License No.	
DIR Registration No.	
Phone / Email	
Address / City / State / Zip	

Subcontractor 2

Portion of Work	
Approximate % of Contract Value	
Company Name	
Contractor License No.	
DIR Registration No.	
Phone / Email	
Address / City / State / Zip	

Subcontractor 3

Portion of Work	
Approximate % of Contract Value	
Company Name	
Contractor License No.	
DIR Registration No.	
Phone / Email	
Address / City / State / Zip	

Subcontractor 4

Portion of Work	
Approximate % of Contract Value	

Company Name	
Contractor License No.	
DIR Registration No.	
Phone / Email	
Address / City / State / Zip	
Subcontractor 5	
Portion of Work	
Approximate % of Contract Value	
Company Name	
Contractor License No.	
DIR Registration No.	
Phone / Email	
Address / City / State / Zip	

NOTE: Use additional pages if necessary. All subcontractor names, license numbers, and portions of Work must be clearly typed or printed.

Noncollusion Declaration

(Public Contract Code § 7106)

I, _____, declare as follows:

I am the _____ (Owner, Partner, Corporate Officer, or Co-Venturer, with title) of _____ (Proposing Entity), and I am authorized to make this declaration on its behalf.

I further declare that:

1. The proposal submitted herein is genuine and not collusive or sham.
2. The Proposer has not, directly or indirectly, induced or solicited any other proposer to submit a false or sham proposal; colluded, conspired, or agreed with any other person or entity to submit a sham proposal; attempted to prevent any other person or entity from submitting a proposal; or sought through any agreement or communication to fix the proposal price, overhead, profit, or any cost element of this proposal or another 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, State): _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Workers' Compensation Certification

(Labor Code §§ 1861 and 3700)

Labor Code § 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 § 1861, I hereby certify that:

I am aware of the provisions of California Labor Code § 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 those 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, will provide the City with certificates of insurance demonstrating coverage, and will 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

(California Government Code §§ 8350–8357)

Under Government Code § 8355, the undersigned certifies that the Contractor will provide a drug-free workplace by:

1. Publishing a statement 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 for violations.
2. Establishing a drug-free awareness program to inform employees about the dangers of drug abuse, the Contractor's drug-free workplace policy, any available drug counseling or rehabilitation programs, and penalties for drug-abuse violations.
3. Requiring each employee engaged in the performance of this Contract to receive a copy of the statement and to abide by its terms as a condition of employment on this Contract.

The Contractor understands that violation of this certification may result in suspension of payments, termination of the Contract, or debarment under Government Code § 8350 et seq.

I certify 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

(Labor Code § 2810(d))

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 _____ (Proposing Entity), the entity submitting a proposal for the above-referenced Contract.

I further declare that:

1. The proposal submitted herewith includes sufficient funds to permit the Proposer to comply with all applicable local, state, and federal labor laws, including any prevailing wage requirements that may apply to individual task orders designated as "public works" under 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 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 (Date): _____

Executed at (City, State): _____

Signature: _____

Printed Name / Title: _____

Iran Contracting Act Certification

(Public Contract Code §§ 2200–2208)

Applicable if the aggregate value of this Contract could equal or exceed \$1,000,000. If the aggregate value is below \$1,000,000, this certification is not required, and this page may be marked "Not Applicable."

I, the undersigned, certify that:

1. The Proposer is not identified on the current list of persons engaged in investment activities in Iran prepared by the California Department of General Services under Public Contract Code § 2203(b); and
2. The Proposer does not engage in any investment activity in Iran as described in Public Contract Code § 2202.5.

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

Signature: _____

Printed Name / Title: _____

Date: _____

Special Provisions

1. Definitions

For purposes of these Special Provisions, the following terms have the meanings set forth below.

- **"Agreement"** means the executed contract between the City and the Contractor outlined in Appendix A.
- **"City"** means the City of Lemoore, California, acting through the Public Works Department or its designee.
- **"City Representative"** means the person designated by the City in writing to administer this Contract, issue and modify Task Orders, and take action on the City's behalf.
- **"Contract"** means the entire agreement between the City and the Contractor consisting of the documents identified in Article III of the Agreement.
- **"Contract Term"** means the initial one-year term of the Agreement and any extensions exercised by the City under Article V of the Agreement.
- **"Contractor"** means the entity awarded the Contract and executing the Agreement.
- **"DIR"** means the California Department of Industrial Relations.
- **"Emergency"** has the meaning outlined in § 15.2.
- **"Industry Standards"** means the then-current published editions of AWWA A100 (Water Wells), AWWA C654 (Disinfection of Wells), AWWA M21 (Groundwater), NGWA (National Ground Water Association) best practices, ANSI/NSF 60 & 61, Cal-OSHA T8 CCR requirements, and California DDW regulations governing public water system wells.
- **"NTP"** or "Notice to Proceed" means a written authorization from the City Representative to begin Work on a specific Task Order.
- **"Proposal Schedule"** means the pricing forms submitted by the Contractor and accepted by the City as part of the Contract Documents.
- **"Task Order"** means a written work authorization issued by the City Representative under § 14 that describes a specific scope of Work, location, response time, and, where applicable, a not-to-exceed amount.
- **"Work"** means all labor, equipment, supervision, tools, materials, transportation, and services required to perform the on-call well and pump maintenance, repair, inspection, testing, and related services described in the Scope of Work and each Task Order.

2. Contract Documents

The Contract Documents consist of: (a) written amendments to the Agreement; (b) the Agreement; (c) addenda issued by the City; (d) these Special Provisions; (e) the Request for Proposals; (f) approved Task Orders and Task Order Modifications; (g) the Contractor's Proposal Forms and Proposal Schedule; (h) insurance documents and endorsements; and (i) other documents expressly incorporated by reference. The order of precedence is outlined in Article III of the Agreement.

3. 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 consistent with 22 CCR § 64554 and DDW guidance
- Emergency response twenty-four (24) hours per day, seven (7) days per week
- Mechanical and electrical troubleshooting necessary to support well and pump operations, including coordination with the City's SCADA/telemetry integrator when VFDs, control panels, telemetry, PLCs, or SCADA interfaces are involved. Unless expressly authorized in a Task Order, the Contractor is not responsible for SCADA programming, PLC logic changes, cybersecurity administration, network architecture, remote-access administration, or HMI configuration. The City may request evidence of VFD/control-panel troubleshooting experience or identify a qualified electrical/controls subcontractor for such work.
- Written service reports following each task

All Work shall comply with:

- Industry standards for water well and pump maintenance, including AWWA A100 (Water Wells)
- Manufacturer specifications
- Applicable Cal/OSHA safety regulations, including 8 CCR § 3203 (IIPP), § 1541 (excavation), and § 5157 (confined space, where applicable)
- California Code of Regulations Title 22 requirements for potable water facilities
- City operational requirements

All inspections, testing, and maintenance activities shall include standardized condition reporting sufficient to document equipment condition, observed deficiencies, and recommended corrective actions.

3.1 DIR Registration

This is a service contract. DIR registration is not required at the Contract level. If the City designates an individual task as "public works" under Labor Code § 1720, the City will notify the Contractor in writing before issuance of the Task Order, and the Contractor and any subcontractor performing that task shall register under Labor Code § 1725.5 and comply with all prevailing wage, apprenticeship, and certified payroll requirements for that task.

3.2 Contractor Licensing and Qualifications

The Contractor and each subcontractor shall possess and maintain, in good standing, all California contractor licenses required for the portion of the Work assigned to it for the entire Contract Term. The City recognizes that specialized electrical, controls, crane, motor repair, chemical treatment, and rehabilitation tasks may be performed by properly listed and approved subcontractors.

The City may verify licenses through the California Contractors State License Board and may request additional documentation. Failure to maintain a required license or to provide requested licensing documentation is a material breach and may result in suspension of Task Orders or termination.

3.3 Pricing Structure

The Proposal Schedule is organized into separate categories for labor, equipment, inspections, repairs, materials, and mobilization. Each pricing item is submitted independently and represents the Contractor's complete compensation for that item.

The City may combine any pricing items when administering Task Orders. Internal worksheets, estimating assumptions, bundled pricing models, proprietary methodologies, and rate sheets that are not expressly included in the Proposal Schedule are not part of the Contract and shall not modify the Proposal Schedule.

3.4 Key Personnel

The Contractor shall not substitute any individual identified as key personnel in its proposal (including the Project Manager and Lead Pump/Well Technician) without the prior written consent of the City, which consent shall not be unreasonably withheld where the proposed substitute possesses substantially equivalent qualifications, experience, licensing, and availability.

3.5 Subcontractor Substitutions

The Contractor shall use the subcontractors identified in its proposal unless otherwise approved in writing by the City. A request for substitution shall state the reason for the request, identify the proposed substitute, and include license classification, qualifications, experience, and evidence of insurance. Where applicable to a designated public works task, substitutions shall be processed in accordance with Public Contract Code § 4107.

3.6 Background Checks and Site Access

The Contractor shall verify, using a reputable third-party service, that each employee who will have unescorted access to City well sites, City keys/access credentials, or City SCADA/telemetry systems has no felony convictions within the past seven (7) years for violence, theft, fraud, tampering with a public water system, or unlawful sale or use of controlled substances. Background screening shall not be required for escorted visitors, delivery personnel, or subcontractor personnel who remain under direct Contractor or City supervision and do not receive keys, access credentials, or remote system access.

4. Commencement of Work and Response Time

This is an on-call contract. No Contract-wide Notice to Proceed is issued. Work commences under individual Task Orders in accordance with § 14.

- Routine service requests: Contractor shall acknowledge the request within one (1) business day and provide a proposed response date within two (2) business days, unless the Task Order establishes a different schedule.
- Emergency service requests: Contractor shall acknowledge the emergency call within fifteen (15) minutes and make commercially reasonable efforts to arrive on site within four (4) hours, twenty-four (24) hours per day, seven (7) days per week. If conditions outside the Contractor's reasonable control prevent four-hour arrival, the Contractor shall immediately notify the City of the cause, estimated arrival time, and interim stabilization support available by phone.

Time is of the essence for all response times, delivery dates, and completion dates.

5. Compensation and Term

5.1 Term

The initial term of the Contract is one (1) year from the Effective Date. The City may, in its sole discretion, extend the Contract for up to two (2) additional one-year terms by written notice to the Contractor at least thirty (30) days before expiration of the then-current term.

5.2 Contract-Wide Not-to-Exceed

The aggregate compensation payable to the Contractor under this Contract, inclusive of all Task Orders and any exercised extensions, shall not exceed \$150,000 without a written amendment executed by the City Manager or the City Council, as applicable under the City's purchasing authority.

5.3 Task Order Not-to-Exceed

Each Task Order may include a not-to-exceed amount established by the City. The Contractor shall not exceed the authorized not-to-exceed amount without the City's prior written authorization. Costs incurred in excess of an authorized not-to-exceed amount without written approval may be deemed unauthorized and are not eligible for payment.

5.4 Rate Adjustments on Extension

At the City's option, unit prices for labor and equipment may be adjusted at the beginning of each exercised extension term by an amount equal to the twelve-month change in the Consumer Price Index for All Urban Consumers, U.S. City Average (CPI-U), not-seasonally-adjusted, capped at three percent (3%) per year. The Contractor shall submit any requested adjustment in writing at least sixty (60) days before the extension effective date. All other pricing (materials markup, mobilization) remains fixed for the Contract Term.

6. Authorization and Extra Work

Any Work performed without written authorization from the City is unauthorized and shall not be compensable under any circumstances.

The Contractor shall not begin Work without written authorization from the City Representative. Any Work performed without authorization is not compensable. If additional Work becomes necessary outside the assigned Task Order, the Contractor shall immediately notify the City and obtain written approval before proceeding.

7. Materials and Approved Equals

Any proposed substitution of equipment, components, or materials shall be submitted to the City for review before use and shall include manufacturer specifications, performance and compatibility data, and any documentation needed to demonstrate equivalence. No substitution may be furnished, installed, or invoiced without the City's prior written approval.

8. Work Prosecution

The Contractor shall diligently perform each assigned Task Order within the timeframe specified by the City and shall coordinate scheduling with City staff to minimize disruptions to water system operations. A construction schedule is not required.

9. Invoicing and Payment

9.1 Invoice Format

The Contractor shall invoice the City using approved hourly labor rates, approved equipment rates, materials at cost plus the approved markup, any authorized flat-rate service fees, and mobilization/demobilization charges. Each invoice shall identify the applicable Task Order number, the dates of Work, the personnel and equipment used, the hours worked, and a detailed description of the Work performed. No retainage will be withheld.

9.2 Supporting Documentation

Each invoice shall include sufficient supporting documentation for the City to verify all charges, including as applicable: daily work reports; labor hours by classification; equipment utilization records; material invoices, receipts, and delivery tickets; test reports and inspection reports; video inspection files; photographs; emergency response documentation; and any other documentation reasonably requested by the City.

9.3 Materials Cost Verification

Material cost does not include labor, equipment, overhead, administrative costs, internal handling, warehousing, financing, or other indirect costs. Freight, rush shipping, delivery charges, restocking fees, core charges, and manufacturer surcharges are reimbursable only when (i) charged by a third-party supplier, (ii) supported by invoice documentation, and (iii) authorized by the City or reasonably necessary for emergency response.

9.4 Prompt Payment

The City shall pay undisputed portions of a properly submitted invoice within forty-five (45) days after receipt, consistent with Government Code § 927 et seq. Payment of undisputed portions is not acceptance of disputed charges or of the Work. The Contractor shall pay each subcontractor for satisfactory performance within seven (7) days after receipt of payment from the City for that subcontractor's Work, consistent with Public Contract Code § 7108.5.

9.5 Records Retention and Audit

The Contractor shall retain all books, records, documents, invoices, receipts, payroll records, equipment records, subcontractor records, supplier records, and other information relating to the performance of this Contract for **four (4) years after final payment, or such longer period as required by any applicable federal or state funding source** (including but not limited to 2 CFR § 200.334, SRF, and FEMA record-retention rules). The City and its authorized representatives shall have the right, upon reasonable notice and during normal business hours, to inspect, review, and copy such records. The Contractor shall require subcontractors to maintain and provide records on the same terms. Failure to provide requested records may result in withholding of payment, suspension of Task Orders, non-renewal, or termination.

9.6 Disputed and Unauthorized Charges

The City may withhold payment for disputed charges pending review of supporting documentation. Charges that are not supported by required documentation or are not authorized under a Task Order may be rejected.

10. Business License and Permits

The Contractor and each subcontractor shall maintain a current City of Lemoore Business License for the entire Contract Term. The Contractor shall obtain and comply with any permits required for the Work,

including transport permits, chemical handling requirements, and crane safety compliance. A City encroachment permit is required only if Work occurs in the public right-of-way.

11. Contract Administration

The City's Public Works Department administers this Contract. The City Representative shall issue all inspections, approvals, requests, and authorizations. The Contractor shall not rely on verbal instructions from unauthorized City staff.

12. Insurance Requirements

The Contractor shall procure and maintain the insurance coverage described below for the entire Contract Term and, where noted, for the completed operations period thereafter. All policies shall be issued by insurers admitted to do business in California and rated A- VIII or better by A.M. Best. Insurance requirements are part of the Contract Documents and shall be interpreted in accordance with the order of precedence outlined in Article III of the Agreement.

12.1 Required Coverage

Coverage	Minimum Limits	Requirements / Notes
Commercial General Liability (CGL)	\$2,000,000 per occurrence / \$4,000,000 aggregate	ISO CG 00 01 or equivalent occurrence form. Must include bodily injury, property damage, personal and advertising injury, products/completed operations, and premises liability. Additional Insured endorsement using ISO CG 20 10 04 13 and CG 20 37 04 13 (or equivalents). Primary and non-contributory.
Automobile Liability	\$1,000,000 combined single limit per accident	Owned, hired, and non-owned autos. Additional Insured endorsement using ISO CA 20 48 or equivalent.
Workers' Compensation	Statutory	Waiver of subrogation in favor of the City required (WC 04 03 06 or equivalent).
Employer's Liability	\$1,000,000 per accident / \$1,000,000 disease each employee / \$1,000,000 disease policy limit	May be included on the Workers' Compensation policy.
Excess / Umbrella Liability	\$2,000,000 (as needed to meet aggregate limits above)	Follow form of underlying policies. Additional Insured and primary/non-contributory endorsements required.
Contractor's Pollution Liability	\$2,000,000 per occurrence / \$4,000,000 aggregate	Contractor's Pollution Liability (CPL) is required at \$2,000,000 per occurrence / \$4,000,000 aggregate for any Task Order involving acidization, chemical rehabilitation, biocide application beyond routine disinfection, produced-water handling, well abandonment,

Coverage	Minimum Limits	Requirements / Notes
		hazardous-material handling, or other work identified by the City as presenting material pollution exposure. Routine well chlorination or disinfection using potable-water-approved products does not require standalone CPL unless the Task Order specifically requires it.

12.2 Additional Insured Requirements

The CGL, Auto, Excess/Umbrella, and (if required) Contractor's Pollution Liability policies shall name "the City of Lemoore, its officers, officials, employees, agents, and volunteers" as Additional Insureds with primary and non-contributory coverage. Completed operations coverage naming the City as Additional Insured shall extend at least three (3) years after final acceptance of each Task Order. No policy may contain an exclusion for work on water facilities or utilities, use of cranes or rigging, subsurface work, or electrical work related to well operations.

12.3 Notice of Cancellation or Material Change

Each policy shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation, reduction in coverage, or material change, and ten (10) days' notice for non-payment of premium.

12.4 Proof of Insurance

Before execution of the Agreement and before any Work begins, the Contractor shall provide certificates of insurance for all required coverages; Additional Insured endorsements on ISO forms or approved equivalents (blanket statements on the certificate alone are not acceptable); a Waiver of Subrogation endorsement for Workers' Compensation; and declarations pages showing the limits of coverage. No Work may be performed until the City has approved all insurance documents.

12.5 Subcontractor Insurance

The Contractor shall require all subcontractors to maintain insurance equivalent to that required of the Contractor and to name the City as Additional Insured on their liability policies. The Contractor is responsible for verifying subcontractor coverage and shall provide subcontractor certificates and endorsements to the City upon request. Workers' Compensation policy shall include a **waiver of subrogation** endorsement in favor of the City, its officers, officials, employees, and volunteers.

12.6 Failure to Maintain Insurance

Failure to maintain any required insurance constitutes a material breach. It may result in the suspension of Work, the withholding of payment, the City procuring insurance at the Contractor's expense, and the termination of the Contract.

12.7 No Limitation of Liability

The insurance requirements of this Contract are minimum requirements only. Approval of any insurance by the City does not limit or relieve the Contractor of any obligation under this Contract, including the Contractor's indemnification obligations under Article VI of the Agreement.

13. Indemnification

The indemnification obligations of the Contractor are outlined in Article VI of the Agreement and are supplemented by this section. To the fullest extent permitted by law and consistent with Civil Code § 2782,

the Contractor shall defend (with counsel reasonably acceptable to the City), indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, agents, and volunteers (the "Indemnified Parties") from and against any claims, demands, actions, causes of action, losses, damages, liabilities, judgments, fines, penalties, costs, and expenses (including reasonable attorneys' fees and expert fees) arising out of or in connection with (a) the Work, (b) any act, error, omission, or willful misconduct of the Contractor or its officers, employees, agents, subcontractors, or suppliers, (c) the Contractor's breach of this Contract, or (d) any violation of law by the Contractor or its subcontractors. This indemnity does not extend to the sole negligence or willful misconduct of the Indemnified Parties or to design defects in City-furnished specifications. Where any portion of the Work is performed by a design-professional subcontractor, the design professional indemnity standard of Civil Code § 2782.8 shall govern that design-professional scope only, and shall not limit the Contractor's indemnity obligations under Civil Code § 2782 for all other Work. The duty to defend arises immediately upon the City's written tender and is separate from and independent of the duty to indemnify. This section survives termination or expiration of the Contract.

14. Task Order Procedures

14.1 General

This is an on-call, task-order-based services agreement. No Work shall be performed 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, the work location, the response time (routine or emergency), and any special requirements.

14.2 Task Order Request

When Work is required, the City will issue a Task Order request that includes: description of the requested Work; well site and location information; response time; any equipment or personnel requirements; whether prevailing wage applies (if designated as public works); estimated budget authorization; and any special conditions or site-access constraints. Routine requests are issued by email. Emergency requests may be initiated by phone and shall be followed by written confirmation from the City.

14.3 Contractor Confirmation and Cost Estimate

Except for emergency responses requiring immediate mobilization and Minor Task Authorizations under § 14.3A, the Contractor shall provide written confirmation and a written cost estimate before mobilization.

14.3A Administrative Flexibility for Minor Tasks

For Emergency Task Orders under § 15, the City may authorize verbal work initiation limited to safety stabilization, damage prevention, diagnostic assessment, and actions necessary to maintain or restore minimum water-system operation; written Task Order confirmation shall follow within twenty-four (24) hours when practicable. For minor non-emergency tasks with an estimated value of \$5,000 or less, the City Representative may authorize Work by email without a separate formal NTP document, provided the email identifies the site, requested work, applicable rates, and estimated not-to-exceed amount.

Nothing in this section modifies the requirement for City authorization before commencement of Work.

14.4 Not-to-Exceed Authorization and Unforeseen Conditions

Each Task Order, including Minor Task Authorizations issued by email, may include a not-to-exceed amount.

14.5 Task-Specific Notice to Proceed

Work on any Task Order shall not begin until the Contractor receives a written NTP or Minor Task Authorization from the City, either of which may be provided via email.

Time is of the essence for all Task Orders, including response times, mobilization, and completion requirements.

14.6 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. Additional Work performed without written authorization is not compensable.

14.7 Close-Out Documentation and Acceptance

Upon completion of each Task Order, the Contractor shall submit written service reports, test and inspection reports, photographs, video inspection files, material documentation, equipment utilization records, required certifications, and itemized invoices. Submission is not acceptance. The City may review submitted documentation, inspect completed Work, request additional information, and reject incomplete, inaccurate, deficient, or non-compliant Work. The Contractor shall promptly correct deficiencies at no additional cost unless otherwise authorized in writing. Final acceptance occurs only when the required Work has been completed, required documentation has been submitted, deficiencies have been corrected, required inspections have been completed, and the City has issued written acceptance. Partial, progress, or final payment does not constitute acceptance of defective Work, waiver of warranty, or release of the Contractor from Contract obligations. At a minimum, condition reports shall include (as applicable), in a format acceptable to the City: pump setting depth; condition of column pipe and shafting; motor test results; electrical/control observations; vibration or performance data; and recommended repairs or follow-up actions.

14.8 Task Order Limitations

No Task Order shall change or modify the terms of the Contract. The total compensation for all Task Orders shall not exceed the Contract-wide not-to-exceed amount established under § 5.2. Only the City Representative 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, the Contractor shall notify the City in writing within ten (10) business days of the event giving rise to the dispute, and the City will review and issue a written determination within twenty (20) business days. The Contractor shall continue to perform Work diligently while the dispute is under review. Disputes not resolved through this process are subject to the general dispute resolution procedure in § 22.

15. Emergency Response

15.1 General

The Contractor shall provide twenty-four (24) hour, seven (7) day-a-week emergency response for urgent well and pump failures that impact the City's potable water system. Emergency work may be authorized verbally by an authorized City Representative due to the urgent nature of water-supply interruptions and shall be followed by written confirmation.

15.2 Definition of an Emergency

An "Emergency" is any condition that poses an immediate threat to: the City's ability to deliver potable water; water system pressure or fire-flow capacity; public health or safety; the integrity of a well, pump, motor, or critical electrical component; or the protection of public or City property. Examples include 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; and 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, and coordinate directly with City staff to determine the safest and quickest corrective actions. Failure to meet required response times may result in liquidated damages under § 16.5, non-renewal, or termination.

15.4 Emergency Call-Out Procedure

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

15.5 Verbal Authorization

The Contractor may proceed based on verbal authorization from an authorized City Representative. The Contractor shall 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 is not compensable.

15.6 Safety and Coordination

During emergency response, the Contractor shall follow Cal/OSHA safety requirements; coordinate with City staff on well isolation, electrical lockout/tagout, and system status; avoid actions that could further damage the well, electrical, or pumping equipment; and maintain clear communication with City personnel throughout the incident.

15.7 Emergency Billing and Documentation

Emergency Work is billed at the approved Contract rates (including standard overtime or after-hours rates as listed in the Proposal Schedule), equipment rates, and materials at cost plus the approved markup. The Contractor shall provide an emergency service report detailing the date and time of call, arrival time, description of the emergency condition, personnel and equipment used, Work performed to stabilize or correct the issue, and recommendations for follow-up Work, together with supporting documentation (test results, photos, video files, and any temporary measures taken).

15.8 Follow-Up Work

Only Work reasonably necessary to stabilize and assess the emergency condition, prevent further damage, obtain diagnostic information, protect public health or safety, or restore minimum operational capability shall be considered part of the initial emergency response.

15.9 Availability and Backup

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

15.10 Emergency Contact Information

The Contractor shall provide and maintain current emergency contact information for primary and secondary points of contact available twenty-four (24) hours per day, seven (7) days per week. Changes to emergency contact information shall be provided to the City within twenty-four (24) hours of the change.

15.11 Repeated Failure to Meet Response Requirements

Repeated failure to meet the emergency response requirements of this Contract constitutes unsatisfactory performance and is grounds for corrective action, non-renewal, suspension of Task Orders, or termination for cause.

16. Performance Standards and Corrective Action

The Contractor shall perform all Services in a timely, professional, and workmanlike manner consistent with industry standards, manufacturer recommendations, applicable laws, and the requirements of the Contract Documents.

16.1 Performance Deficiencies

Performance deficiencies include, but are not limited to: failure to meet emergency response requirements; failure to provide required documentation; repeated invoice inaccuracies; failure to maintain required licenses or insurance; failure to comply with Task Order or safety requirements; poor workmanship; and failure to comply with material Contract requirements.

16.2 Notice of Deficiency and Cure Period

If the City determines that a performance deficiency exists, the City may issue a written Notice of Deficiency describing the issue and any required corrective actions. Unless the City specifies a shorter timeframe due to public health or safety concerns, the Contractor shall have ten (10) business days to cure or, if cure cannot reasonably be completed in ten (10) business days, to commence cure and diligently pursue completion. Upon request, the Contractor shall provide a written corrective action plan.

16.3 Corrective Action

The City may require additional supervision, additional reporting, personnel replacement, additional quality-control measures, or other reasonable actions necessary to remedy the deficiency.

16.4 Continued Non-Performance

Failure to timely correct identified deficiencies may result in suspension of Task Orders, non-renewal, withholding of payment for affected Work, termination for cause under Article V of the Agreement, or other remedies available at law.

16.5 Liquidated Damages for Emergency Response Failures

The parties acknowledge that failure to meet emergency response times may cause impacts to the City that are difficult to quantify at the time of contracting, including potential impairment of water system pressure, fire-flow capacity, regulatory compliance, and operational continuity. Such conditions may require the City to incur additional costs, including staffing, temporary operational adjustments, emergency response measures, and potential public health protections.

Accordingly, the liquidated damages amount set forth below represents a reasonable estimate of the damages the City is expected to incur under such circumstances and is not intended as a penalty.

If the Contractor fails to acknowledge an emergency call within thirty (30) minutes or fails to arrive on site within six (6) hours without documenting conditions outside the Contractor's reasonable control, the City may assess liquidated damages of \$250 per hour of delay after the six-hour threshold, up to a maximum of \$2,500 per incident.

17. Performance Metrics

The City may evaluate Contractor performance throughout the Contract Term based on compliance with emergency response requirements; timeliness of routine service responses; accuracy and completeness of invoices; timeliness of required reports and close-out documentation; quality of Work performed; compliance with licensing and insurance requirements; compliance with Task Order requirements; responsiveness to City communications; and overall contract administration. The City may conduct periodic performance review meetings, prepare written performance evaluations, and consider such evaluations when exercising extensions, evaluating responsibility under future solicitations, or administering the Contract. Performance may also be evaluated using quantitative indicators, including but not limited to:

1. Percentage of emergency responses meeting required response times
2. Percentage of routine service requests responded to within required timeframes
3. Accuracy and completeness of invoices submitted
4. Timeliness and completeness of required reports and documentation

The City may use these performance indicators to evaluate Contractor performance, determine contract extensions, and administer corrective actions.

17.1 Performance Benchmarks

Performance shall be measured on a **rolling ninety (90) day basis** across all Task Orders completed in the period. Denominators shall be (a) total Task Orders issued, (b) total emergency call-outs, (c) total invoices submitted, and (d) total scheduled labor hours. City shall publish a Contractor scorecard quarterly.

Emergency Response SLA and Escalation Ladder: 15-minute emergency-call acknowledgement; target 4-hour on-site arrival; 24-hour written after-action report when requested by the City; liquidated damages of \$250/hour after the six-hour threshold, capped at \$2,500 maximum per incident; and three (3) documented, unexcused failures within a rolling 12-month period may constitute grounds for corrective action, non-renewal, suspension of Task Orders, or termination for cause under § 16.4 and Article V.

The City may use the following performance indicators:

- Emergency Response Compliance: Target $\geq 95\%$
- Routine Response Timeliness: Target $\geq 90\%$
- Invoice Accuracy: Target $\geq 98\%$
- Documentation Completeness: Target $\geq 95\%$

Failure to consistently meet these benchmarks may result in:

- Corrective action requirements
- Suspension of Task Orders
- Non-renewal of the Contract

18. Site Conditions and Preservation of Property

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 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. The site shall be left clean and safe upon completion. The Contractor shall comply with all applicable federal, state, and local regulations governing handling, discharge, and disposal of water, chemicals, and removed materials. No discharge or disposal shall occur without proper authorization where required. The Contractor shall be responsible for proper containment, transport, and disposal of all waste materials generated during the Work, and for any violations resulting from its operations. The Contractor shall be responsible for any damage to well components, pumps, motors, electrical systems, or appurtenances caused by its operations and shall repair or replace such damage at no additional cost to the City.

19. Warranty

19.1 Contractor Warranty

The Contractor warrants all labor, workmanship, repairs, installations, replacement parts, and equipment furnished under this Contract for a period of one (1) year from the date of City acceptance of the applicable Task Order, or such longer period as provided by any applicable manufacturer warranty.

19.2 Correction of Defective Work

Upon written notification of a defect, deficiency, failure, or non-conforming Work discovered during the warranty period, the Contractor shall (a) acknowledge receipt of the notification within one (1) business day; (b) investigate within a reasonable timeframe established by the City; and (c) perform corrective actions at no additional cost to the City. If the warranty issue affects water production, public health, public safety, or operation of a City well facility, the Contractor shall respond in accordance with the emergency response requirements.

During the warranty period, Contractor shall **re-perform the defective work at no additional cost within seven (7) calendar days of written notice from the City**. Failure to re-perform authorizes the City to procure completion from a third party and back-charge Contractor, plus a **fifteen percent (15%) administrative fee**.

19.3 Manufacturer Warranties

All manufacturer warranties applicable to equipment, replacement parts, motors, pumps, control components, and other materials furnished under the Contract shall be assigned to the City or otherwise made available for the City's benefit.

19.4 No Limitation of Other Rights

The warranty provided herein is in addition to any manufacturer warranties, legal remedies, or contractual remedies available to the City. Acceptance of Work, approval of invoices, issuance of payment, or expiration of a Task Order does not relieve the Contractor of responsibility for defective Work discovered during the warranty period. This section survives termination or expiration of the Contract.

20. Confidentiality and Data Security

The Contractor may, in the course of performance, access non-public information regarding the City's water system, including well specifications, pumping capacities, chemical treatment records, site-access information, and, where specifically authorized by the City, SCADA or telemetry information. The

Contractor shall treat all such information as confidential; use it solely to perform the Work; limit access to employees and subcontractors with a need to know; not disclose it to any third party without the City's prior written consent; and maintain reasonable administrative, technical, and physical safeguards appropriate to the level of access granted. Unless a Task Order expressly grants remote SCADA/telemetry access or requires cybersecurity services, the Contractor is not responsible for NIST SP 800-82 compliance, AWIA cybersecurity compliance, network architecture, MFA administration, encryption architecture, or City SCADA security program administration. If remote access is expressly authorized, the Contractor shall comply with City access procedures, least-privilege limits, credential protection requirements, and incident-notice requirements. The Contractor shall provide written breach notice to the City Public Works Director within twenty-four (24) hours of Contractor's discovery of any actual or reasonably suspected security incident affecting City systems, data, or wells. The obligations of this section survive termination of the Contract for a period of five (5) years.

20.4 Cyber Liability Insurance

Cyber Liability / Technology Errors & Omissions insurance of not less than \$1,000,000 per claim / \$2,000,000 aggregate is required only if a Task Order grants the Contractor remote SCADA/telemetry access, requires Contractor-hosted remote monitoring, or requires handling of regulated personal information beyond ordinary business contact information.

21. Nondiscrimination and Equal Opportunity

The Contractor shall not unlawfully discriminate against any employee, applicant, subcontractor, or supplier based on race, religion, color, national origin, ancestry, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, medical condition, mental or physical disability, genetic information, military or veteran status, or any other protected classification under federal or California law. The Contractor shall comply with the California Fair Employment and Housing Act (Gov. Code § 12900 et seq.) and all applicable federal, state, and local equal-employment and non-discrimination laws.

22. Dispute Resolution

Except for actions to enforce indemnification obligations, seek injunctive relief, or enforce the City's termination rights, the parties shall attempt in good faith to resolve any dispute arising under this Contract through the following sequential process before initiating litigation:

1. Written notice of the dispute delivered to the other party within thirty (30) days of the event giving rise to the dispute;
2. Meet-and-confer between the City Representative and the Contractor's designated project manager within fifteen (15) business days of notice;
3. If unresolved, escalation to the City's Public Works Director and the Contractor's senior officer for a second meet-and-confer within thirty (30) business days;
4. If unresolved, non-binding mediation with a mutually agreed mediator, with costs shared equally.

The Contractor shall continue to perform the Work during the pendency of any dispute unless the City directs otherwise in writing. Nothing in this section waives any applicable Government Claims Act procedure under Gov. Code § 900 et seq.

23. Certificates of Compliance

Upon request, the Contractor shall provide documentation verifying that installed parts, materials, and chemicals comply with manufacturer or industry standards and, where applicable, are NSF/ANSI 60- or NSF/ANSI 61-certified for potable water contact.

24. Labor Compliance

If a task is designated as public works under Labor Code § 1720, the Contractor and any subcontractor performing the designated task shall comply with all applicable prevailing wage laws and DIR requirements, including registration under Labor Code § 1725.5, posting of wage rates at the job site, certified payroll reporting under Labor Code § 1776 (submitted via DIR eCPR for that task), apprenticeship requirements under Labor Code § 1777.5, and any applicable eight-hour-day and overtime requirements. Task-designated public works Work is subject to DIR monitoring and enforcement.

25. Inspection

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

26. Task Kickoff Meetings

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

27. Task Closeout

For each assigned Task Order, the Contractor shall provide a written summary of Work performed, submit any applicable test results, inspection findings, and video files, and obtain written City acceptance that the task is complete. No as-built drawings are required for this Contract unless specified in an individual Task Order.

28. Changes to the Scope of Work

The City may modify or expand the Work for any assigned task. Additional Work requires written authorization. There are no construction bid quantities under this Contract.

29. No Guaranteed Quantities; Non-Exclusive Contract

Award of this Contract, including award to one or more on-call contractors, does not guarantee any minimum amount of work, revenue, Task Orders, or compensation.

Appendix A — Agreement

ON-CALL WELL MAINTENANCE AND REPAIR SERVICES CONTRACT

This Agreement ("Agreement") is one of the City's on-call well maintenance and repair agreements and is made and entered into at Lemoore, California, effective as of

RECITALS

A. The City owns and operates public water well facilities and requires on-call maintenance, repair, inspection, testing, and related services.

B. The City conducted a competitive solicitation and selected Contractor based on the best-value evaluation criteria described in the Contract Documents.

C. Contractor represents that it is licensed, experienced, and qualified to perform the Services and desires to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the Parties agree as follows:

Article I — Scope of Work

Contractor shall furnish all labor, equipment, materials, tools, supervision, 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 and the other 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 are independent contractors and not employees of the City. Contractor has full control over the means, methods, techniques, and sequences of the Work. This Agreement creates no employment, agency, partnership, or joint-venture relationship between Contractor and the City. Contractor shall not bind the City to any obligation without the City Manager's

express written authorization or the City Manager's designee.

Article III — Contract Documents; Order of Precedence

The Contract Documents consist of: (a) written amendments to this Agreement; (b) this Agreement; (c) addenda issued by the City; (d) the Special Provisions; (e) the Request for Proposals; (f) approved Task Orders and Task Order Modifications; (g) Contractor's Proposal Forms and Proposal Schedule; (h) insurance documents and endorsements; and (i) other documents expressly incorporated by reference.

In the event of a conflict, ambiguity, inconsistency, or discrepancy among the Contract Documents, the following order of precedence shall govern:

- (a) Written Contract Amendments;
- (b) This Agreement;
- (c) Addenda;
- (d) Special Provisions;
- (e) Request for Proposals;
- (f) Approved individual Task Orders and Task Order Modifications (§ 14.5);
- (g) Contractor's Proposal Forms and Proposal Schedule;
- (h) Other incorporated documents.

Contractor shall promptly notify the City of any perceived conflict or ambiguity. The City shall issue a written interpretation that shall govern unless modified by a written amendment—failure to seek clarification before proceeding does not entitle Contractor to additional compensation or relief.

Article IV — Compensation

Compensation shall be made in accordance with the Proposal Schedule submitted by Contractor and accepted by the City. Payment shall be based on hourly labor rates, equipment rates,

materials at cost plus the approved markup, City-authorized flat-rate services, mobilization/demobilization charges, and City-approved Task Orders. The aggregate compensation payable under this Agreement, inclusive of all Task Orders and any exercised extensions, shall not exceed \$ 150,000 without a written amendment executed by the City Manager or the City Council, as applicable under the City's purchasing authority. No payment shall be made for Work not authorized by the City.

Article V — Term, Renewal, Suspension, and Termination

A. Initial Term and Extensions

The initial term of this Agreement is one (1) year from the Effective Date. The City may, in its sole discretion, extend the Agreement for up to two (2) additional one-year terms by written notice at least thirty (30) days before expiration of the then-current term. Extensions are not automatic and are subject to Contractor's satisfactory performance and the City's operational needs.

B. Suspension of Task Orders

The City may temporarily suspend issuance of Task Orders if the Contractor fails to maintain required licenses or insurance, fails to comply with emergency response requirements, fails to provide requested documentation, fails to meet material Contract requirements, or otherwise demonstrates an inability to perform the Contract.

C. Termination for Cause

In addition to any other rights available under the Agreement, the City may terminate for cause upon written notice if the Contractor fails to maintain required licenses or insurance; repeatedly fails to satisfy response-time requirements; performs unauthorized Work; submits materially inaccurate invoices; makes material misrepresentations regarding qualifications, staffing, equipment, or subcontractors; or otherwise materially breaches the Contract. Except where public health or safety requires immediate termination,

the City shall provide the Contractor with a written Notice of Deficiency and an opportunity to cure as provided in Special Provisions § 16.2 before terminating for cause.

Except for material safety violations or willful misconduct, Contractor shall receive **fourteen (14) calendar days' written notice and opportunity to cure** before termination for cause becomes effective.

D. Termination for Convenience

The City may terminate this Agreement in whole or in part for its convenience upon thirty (30) days' prior written notice to Contractor. Upon a termination for convenience, Contractor shall be entitled to payment for Work satisfactorily performed and accepted through the effective date of termination, plus reasonable, documented demobilization costs. Contractor shall not be entitled to lost profits, anticipated profits, or consequential damages.

E. Contractor's Right to Terminate

Contractor may terminate this Agreement upon sixty (60) days' prior written notice if the City fails to pay undisputed invoiced amounts within thirty (30) days after receipt of a written cure notice.

F. Effect of Termination

Upon termination, Contractor shall promptly discontinue Work except as necessary to protect life, property, and the City's water system; deliver all records, reports, drawings, and materials paid for by the City; and cooperate in an orderly transition. The provisions relating to indemnification, insurance, warranty, records retention and audit, confidentiality, and dispute resolution survive termination.

G. No Guaranteed Work

Award of this Agreement does not guarantee any minimum amount of work, revenue, Task Orders, or compensation, and the City may enter into substantially similar agreements with other qualified on-call contractors.

Article VI — Insurance and Indemnification

A. Indemnification

To the fullest extent permitted by law and consistent with Civil Code § 2782, Contractor shall defend (with counsel reasonably acceptable to the City), indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, agents, and volunteers from and against any claims, demands, actions, causes of action, losses, damages, liabilities, judgments, fines, penalties, costs, and expenses (including reasonable attorneys' fees and expert fees) arising out of or in connection with (i) the Work; (ii) any act, error, omission, or willful misconduct of Contractor or its officers, employees, agents, subcontractors, or suppliers; (iii) Contractor's breach of this Agreement; or (iv) any violation of law by Contractor or its subcontractors. This indemnity does not extend to the sole negligence or willful misconduct of the Indemnified Parties or to design defects in City-furnished specifications. Where a design-professional subcontractor performs any portion of the Work, the design professional indemnity standard of Civil Code § 2782.8 shall govern that design-professional scope only, and shall not limit Contractor's indemnity obligations under Civil Code § 2782 for all other Work. The duty to defend arises immediately upon the City's written tender and is separate from and independent of the duty to indemnify. Additional indemnification provisions are outlined in Special Provisions § 13.

B. Insurance

Contractor shall procure and maintain the insurance coverage described in Special Provisions § 12 for the entire Contract Term. Builder's risk insurance, construction property insurance, and HUD/CDBG insurance requirements do not apply to this Agreement.

Article VII — Warranty

Contractor warrants the quality of its Work for one (1) year from the date of City acceptance of each Task Order, or such longer period as

provided by any applicable manufacturer warranty. Manufacturer warranties applicable to equipment and parts furnished under this Agreement shall be assigned to or otherwise made available for the benefit of the City. Additional warranty provisions are outlined in Special Provisions § 19. This Article survives termination or expiration of this Agreement.

Article VIII — Entire Agreement

This Agreement, together with the Contract Documents identified in Article III, constitutes the entire agreement between the City and Contractor regarding the subject matter hereof and supersedes all prior negotiations, discussions, representations, proposals, communications, and understandings, whether written or oral. Contractor acknowledges that it has not relied upon any representation, statement, promise, interpretation, estimate, projection, or information not expressly contained within the Contract Documents. Oral statements, informal communications, marketing materials, and internal pricing worksheets or narratives not incorporated into the Contract Documents shall not modify the Contract Documents. Only written amendments executed by authorized representatives of the City and Contractor may modify this Agreement.

Article IX — Force Majeure

Neither Party is in default of this Agreement to the extent that performance of its obligations is delayed or prevented by events beyond the reasonable control of the affected Party, including acts of God, floods, earthquakes, fires, severe weather, epidemics or pandemics, war, terrorism, civil disturbances, labor strikes not caused by the affected Party, governmental orders or restrictions, or utility failures beyond the reasonable control of the affected Party. The affected Party shall provide written notice to the other Party as soon as reasonably practicable, describing the nature of the event, the anticipated impact on performance, and the estimated duration. The affected Party shall use commercially reasonable efforts to mitigate and resume performance. **Commercially reasonable**

efforts means, at minimum: (a) maintaining a documented backup crew roster, (b) participation in the CalWARN or equivalent mutual-aid network, (c) written notice to the City within 48 hours of the force-majeure event, and (d) a written recovery plan within seven (7) days. Force Majeure shall not excuse payment obligations for services already performed, for failure to maintain required insurance, for failure to provide required notices, or for failure to protect public health and safety where reasonable emergency measures remain available. The City may suspend affected Task Orders, adjust schedules, or modify performance requirements as reasonably necessary.

Article X — Amendments

This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties.

Article XI — Assignment

Contractor may not assign or transfer any rights or obligations under this Agreement, whether voluntarily, by operation of law, or through a change of control, without the City's prior written consent, which the City may withhold in its sole discretion. Any purported assignment without such consent is void.

Article XII — Notice

Notices shall be in writing and delivered personally, by certified mail (return receipt requested), or by nationally recognized overnight delivery service to the addresses designated by each Party. Notices are effective upon actual receipt or, if delivery is refused, upon attempted delivery.

To the City: City of Lemoore, Attn: Public Works Director, 711 W. Cinnamon Drive, Lemoore, CA 93245.

To the Contractor: at the address designated by the Contractor in the Proposal Forms.

Article XIII — Governing Law; Venue

This Agreement is governed by the laws of the State of California without regard to its conflict-

of-laws principles. Exclusive venue for any action arising out of or related to this Agreement shall lie in the Superior Court of California, County of Kings.

Article XIV — Government Claims Act

Contractor acknowledges that any claim for money or damages against the City is subject to the California Government Claims Act, Government Code § 900 et seq., and that timely filing of a claim under that Act is a jurisdictional prerequisite to filing suit.

Article XV — Attorneys' Fees

Each Party shall bear its own attorneys' fees and costs in any dispute arising under this Agreement, except that reasonable attorneys' fees and expert fees incurred by the City in enforcing the indemnification obligations of this Agreement are recoverable by the City as part of that indemnification.

Article XVI — No Third-Party Beneficiaries

This Agreement is entered into solely for the benefit of the Parties. Nothing in this Agreement creates any right in, or benefit to, any third party.

Article XVII — Waiver

No waiver of any provision of this Agreement is effective unless in writing and signed by the Party against whom the waiver is asserted. No failure or delay in exercising any right constitutes a waiver of that or any other right.

Article XVIII — Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid, illegal, or unenforceable provision shall be reformed to the minimum extent necessary to make it enforceable and to preserve the Parties' original intent.

Article XIX — Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument. Signatures delivered by facsimile or electronic transmission (including

PDF and DocuSign) are as valid as original signatures.

Article XX — Authority

Each individual signing this Agreement on behalf of a Party warrants that he or she is duly authorized to do so and to bind that Party to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

CONTRACTOR	CITY OF LEMOORE
Company Name: _____	By: _____ <i>City Manager</i>
Business Address: _____ _____	Date: _____
By: _____	Attest:
Printed Name: _____	By: _____ <i>City Clerk</i>
Title: _____	Date: _____
Date: _____	Approved as to Form:
Contractor License No.: _____	By: _____ <i>City Attorney</i>
License Classification: _____	

[END OF AGREEMENT]

Appendix B — Evaluation Scenario (Illustrative Only)

Evaluation Scenario (For Illustration Only)

Scenario Example:

- Emergency pump failure requiring:
- Mobilization
- 8 hours of technician labor
- Pump pulling rig
- Inspection and minor repair

Evaluators may compare the total estimated cost using proposer rates

This scenario is illustrative only and does not represent guaranteed work.

Appendix — City Fill-In Register

The following fields must be populated by City procurement staff before public issuance of this solicitation. All unfilled fields appear in the body of this document as “[CITY TO INSERT: ...]” tags.

Field	Location	Example Format
Solicitation No.	Cover	RFP 2026-XX
Issue Date	Cover	YYYY-MM-DD
Pre-Proposal Conference Date	§ 1.6	YYYY-MM-DD HH:MM
Question Deadline	§ 1.6 / § 2.4	YYYY-MM-DD HH:MM
Proposal Submittal Deadline	§ 1.6 / § 2.4	YYYY-MM-DD HH:MM
Contract-Wide NTE	§ 5.2 / Agreement	\$ ceiling across all Task Orders during term
Active City Well Count	§ 1.3A	integer
Task Order Size Distribution	§ 1.3A	min / median / max in dollars
Anticipated Council Award Date	§ 2.4	YYYY-MM-DD

Appendix — Change-Log (Rev. 1 → Rev. 2)

This appendix lists all substantive modifications made between Rev. 1 and Rev. 2 of the On-Call Well Maintenance and Repair Services Contract Documents, for procurement audit purposes.

ID	Section	Change	Type
C-01	§ 1 Definitions	Added “Industry Standards” definition	ADD
C-02	§ 1.3A	Consolidated duplicate paragraph; added historical workload placeholder	EDIT
C-03	§ 1.5	Defined “closely ranked” = 5% score band	ADD
C-04	§ 3	Removed “where applicable” SCADA hedge; made SCADA threshold competency	EDIT
C-05	§ A	Added double-time premium rate; Cal. Lab. Code §§ 510-511 anchor	ADD
C-06	§ F	Materials 3-quote > \$2,500; anti-gaming attestation; audit right	ADD
C-07	§ G	Mobilization stacking rules G-1 vs G-3 vs Section A OT	EDIT
C-08	§ 9.5	Records retention floor: 4 yrs post final payment or federal funder longer	EDIT
C-09	Article IX	Force Majeure “commercially reasonable efforts” operationalized	EDIT
C-10	§ 12.1	CPL unconditionally required at \$2M/\$4M	EDIT
C-11	§ 12.5	WC waiver of subrogation added	ADD
C-12	§ 14.3A	“Streamlined authorization” conflict resolved	EDIT
C-13	§ 14.5	Written Task Order confirmation within 24 hrs. of verbal emergency start	ADD
C-14	§ 14.6 / § 19	Warranty re-performance + 15% back-charge admin fee	ADD
C-15	§ 14.19	14-day cure period for termination for cause	ADD
C-16	§ 15	Order of precedence now names Task Order explicitly	EDIT
C-17	§ 17.1	Performance benchmarks: rolling 90-day window, denominators, LD ladder, 3-strikes termination	EDIT
C-18	§ 20	NIST SP 800-82, AWWA G430, AWIA § 2013, MFA, TLS 1.2+, AES-256, 24-hr breach notice	REWRITE
C-19	§ 20.4	Cyber Liability / Tech E&O \$1M/\$2M added	ADD
C-20	Cover / § 1.6	All placeholders converted to [CITY TO INSERT: ...] tagged format	EDIT
C-21	New Appendix	City Fill-In Register (data-blank checklist)	ADD

C-22	New Appendix	Change-Log Rev. 1 → Rev. 2	ADD
C-23	Front matter	Revision-control block	ADD

Appendix — Change-Log (Rev. 2 → Rev. 3)

This appendix lists all substantive modifications made between Rev. 2 and Rev. 3 of the On-Call Well Maintenance and Repair Services Contract Documents, for procurement audit purposes.

ID	Section	Change	Type
R3-01	Notice / § 1 Framing	Clarified that the procurement is an on-call maintenance and repair services contract, not a QBS engineering procurement	EDIT
R3-02	§ 1.5 / § 2.16 Award	Added authority for multiple on-call awards, up to three (3) contractors, to improve emergency coverage and operational flexibility	ADD
R3-03	§ 1.6 Evaluation Methodology	Adjusted evaluation language and pricing review to use identical City-issued scenarios rather than unstated assumptions	EDIT
R3-04	§ 3.5 / § 3.6 SCADA & Cyber	Limited contractor responsibility to coordination and task-specific authorized access; no default SCADA programming or cyber-controls ownership	EDIT
R3-05	§ 20.4 Cyber Liability	Narrowed Cyber Liability insurance to task orders involving remote SCADA/telemetry access, hosted monitoring, or regulated personal information	EDIT
R3-06	§ 12.1 CPL	Narrowed Contractor Pollution Liability to higher-risk chemical, rehabilitation, abandonment, produced-water, or hazardous-material tasks; routine chlorination excluded unless specified	EDIT
R3-07	§ F / § 7 Materials	Clarified materials reimbursement, freight/shipping treatment; softened three-quote requirement for emergencies, OEM parts, and impractical situations	EDIT
R3-08	§ G Mobilization	Clarified mobilization, demobilization, emergency mobilization, and equipment-billing boundaries to prevent stacked or duplicative charges	EDIT
R3-09	§ 14.3A Minor Task Authorization	Added Minor Task Authorization process for non-emergency tasks of \$5,000 or less to reduce administrative burden	ADD
R3-10	§ 15 / § 17.1 Emergency	Clarified emergency stabilization scope, response-time expectations, liquidated damages threshold, cap, and corrected cross-references	EDIT

	Response & LDs		
R3-11	§ 3.6 Background Checks	Narrowed background checks to unescorted access, keys/access credentials, or SCADA/telemetry access	EDIT
R3-12	§ 4.3 Key Personnel / Subcontractors	Clarified key personnel substitution process and recognized approved subcontractor use for specialized trades	EDIT
R3-13	Front matter	Updated revision-control block to Rev. 3, superseding Rev. 2	EDIT
R3-14	Appendix — Change-Log	Added Rev. 2 → Rev. 3 change-log appendix in table format matching Rev. 1 → Rev. 2 style	ADD
R3-15	§ 13 / Article VI-A Indemnification	Scoped Civil Code § 2782.8 design-professional indemnity standard to design-professional subcontractor work only; general Contractor indemnity under § 2782 governs all other Work, confirming this is not an engineering design-professional agreement	EDIT