

WEST VALLEY WATER DISTRICT
855 W. BASE LINE ROAD, RIALTO, CA 92376
PH: (909) 875-1804 FAX: (909) 875-1849

**REGULAR BOARD MEETING
AGENDA**

THURSDAY, MARCH 17TH, 2022
CLOSED SESSION - 6:00 PM • OPEN SESSION – 6:30 PM

BOARD OF DIRECTORS

Channing Hawkins, President
Dr. Michael Taylor, Vice President
Greg Young, Director
Angela Garcia, Director
Kelvin Moore, Director

"In order to comply with legal requirements for posting of agendas, only those items filed with the District Secretary's office by noon, on Wednesday a week prior to the following Thursday meeting, not requiring departmental investigation, will be considered by the Board of Directors."

On March 4, 2020, Governor Newsom declared a State of Emergency resulting from the threat of COVID-19. On September 16, 2021, Governor Newsom signed Assembly Bill No. 361 into law. Assembly Bill No. 361 amends Government Code section 54953(e) by adding provisions for remote teleconferencing participation in meetings by members of a legislative body, without the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions. The West Valley Water District adopted a resolution determining, by majority vote, that, as a result of the declared State of Emergency, a meeting in person would present imminent risks to the health or safety of attendees. Accordingly, it has been determined that all Board and Workshop meetings of the West Valley Water District will be held pursuant to Assembly Bill No. 361, the Brown Act and will be conducted via teleconference. There will be no public access to the meeting venue. Members of the public may listen and provide public comment via telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790 or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8402937790>. Public comment may also be submitted via email to the Board Secretary, Peggy Asche at peggy@wvwd.org. If you require additional assistance, please contact peggy@wvwd.org.

OPENING CEREMONIES

Call to Order
Pledge of Allegiance
Opening Prayer
Roll Call of Board Members

ADOPT AGENDA

PUBLIC PARTICIPATION

Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the District Clerk. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.

Public communication is the time for anyone to address the Board on any agenda item or anything under the jurisdiction of the District. Also, please remember that no disruptions from the crowd will be tolerated. If someone disrupts the meeting, they will be removed.

PRESENTATION

- Oliver P. Roemer- Linda Jadeski.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one vote. There will be no separate discussion of these items unless a member of the Board of Directors, Staff Member, or any member of the public request a specific item(s) be removed for separate action.

Consideration of:

1. Letter of appreciation to U.S. Representative Norma Torres (CA-35) for \$2 million in Community Project Funding for the Bloomington Alleyway Pipeline Project. **(Page 6)**
2. Upgrade and Purchase of Hydraulic Modeling Software. **(Page 8)**
3. Task Order No. 4 for the Design of Lord Ranch Pump Station 4-3 Site Pipelines. **(Page 13)**
4. Riverside Avenue North Street Reconstruction Project. **(Page 23)**
5. Well 5A Rehabilitation and Pump Reconditioning. **(Page 29)**
6. Well 30 Rehabilitation and Pump Reconditioning. **(Page 132)**

7. Baseline Feeder North Well Casing and Pump Rehabilitation. **(Page 234)**
8. Purchase of Granular Activated Carbon for the Fluidized Bed Reactor (FBR) Treatment Plant. **(Page 339)**
9. Compliance Soil Sampling at the Roemer WFF and Lord Ranch. **(Page 359)**
10. Approval of Payment to Ivie McNeil Wyatt Purcell & Diggs, for Professional Services rendered in January 2022, Invoice No. 746109; \$7380.00. **(Page 379)**
11. Approval of Payment to Ivie McNeil Wyatt Purcell & Diggs, for Professional Services rendered in January 2022, Invoice No. 746110; \$5065.00. **(Page 380)**
12. Approval of Payment to Hunt Ortmann Palffy Nieves Darling & Mah, Inc., for Professional Services rendered in January 2022, Invoice No. 92075; \$5037.00. **(Page 381)**
13. Approval of Payment to Tafoya Law Group, for Professional Services rendered in November 2021, Invoice No. 22-1001; \$20,851.10. **(Page 382)**
14. Approval of Payment to Tafoya Law Group, for Professional Services rendered in December 2021, Invoice No. 22-1002; \$14,347.50. **(Page 383)**

BUSINESS MATTERS

Consideration of:

15. Regional 5-Party Water Supply Agreement.
16. Strategic Planning Process.

REPORTS - LIMITED TO 5 MINUTES MAXIMUM (Presentations or handouts must be provided to Board Members in advance of the Board Meeting).

1. **Board Members**
2. **General Manager**
3. **Legal Counsel**

UPCOMING MEETINGS

1. March 14, 2022 - West Valley Water District Human Resources Committee Meeting at 6:00 p.m., at District Headquarters.
2. March 15, 2022 - San Bernardino Valley Municipal Water District Regular Board Meeting at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408.

3. March 17, 2022 – West Valley Water District Regular Board of Directors Meeting at 6:30 p.m. (6:00 p.m. Closed Session), at District Headquarters.
4. March 22, 2022 - West Valley Water District Policy Review & Oversight Committee Meeting at 6:00 p.m., at District Headquarters.
5. April 18, 2022 – Association of The San Bernardino County Special Districts Membership Meeting, at 6:00 p.m., hosted by West Valley Water District; located at Hilton Garden Inn, Fontana.

CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9(b): Number of Cases: Two (2).
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION - Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Nadia Loukeh. vs West Valley Water District, Case No. CIVSB2116242.
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION - Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Diana Gunn. vs West Valley Water District, Case No. CIVSB2117195.
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Naisha Davis v. West Valley Water District et al. Case No. 20STCV0323.
- CONFERENCE WITH LEGAL COUNSEL – PUBLIC EMPLOYEE APPOINTMENT – Pursuant to Government Code Section 54957: Title(s) Chief Financial Officer.

ADJOURN

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on March 14th, 2022.



Maisha Mesa, Executive Assistant

Please Note:

Material related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the District's office located at 855 W. Baseline, Rialto, during normal business hours. Also, such documents are available on the District's website at www.wvwd.org subject to staff's ability to post the documents before the meeting.

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in the above-agendized public meeting should be directed to Peggy Asche, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Asche may be contacted by telephone at (909) 875-1804 ext. 703, or in writing at the West Valley Water District, P.O. Box 920, Rialto, CA 92377-0920.

BOARD OF DIRECTORS

Channing Hawkins, Div. 4
President, Board of Directors

Dr. Michael Taylor, Div. 2
Vice President, Board of Directors

Angela Garcia, Div. 1
Director

Kelvin Moore, Div. 3
Director

Gregory Young, Div. 5
Director

**ESTABLISHED AS A PUBLIC AGENCY IN 1952**

WEST VALLEY WATER DISTRICT'S MISSION IS TO PROVIDE
 OUR CUSTOMERS WITH SAFE, HIGH QUALITY AND RELIABLE
 WATER SERVICE AT A REASONABLE RATE AND IN A
 SUSTAINABLE MANNER.

ADMINISTRATIVE STAFF

Shamindra K. Manbahal
General Manager

Van M. Jew
*Assistant General Manager
 Operations & Engineering*

Peggy Asche
Board Secretary

March 14, 2022

Office of Congresswoman Torres (CA-35)
 United States House of Representatives
 2227 Rayburn House Office Building
 Washington, D.C. 20515

Dear Congresswoman Torres,

The West Valley Water District (WVWD) Board of Directors, management, staff and ratepayers express our appreciation to you and your staff in securing \$2 million for the Bloomington Alleyway Pipeline Project to upgrade Bloomington's water infrastructure. This federal funding will help to solidify our commitment to investing in our communities and ensuring our ratepayers receive the safe, clean, reliable and affordable water they deserve.

In Bloomington, many of the water distribution mains, valves and service points are located in alleyways behind homes. Over the years, residents constructed fences, buildings and other items that obstruct our ability to perform regular and emergency operations and maintenance. This funding will ensure that the water infrastructure in Bloomington meets our communities needs by replacing aging, hard-to-access water pipelines, which is the key component of advancing environmental justice. This will allow us to improve our quality of water and infrastructure for an underserved community, while expanding to accommodate the needs of our growing population.

This project will add:

- 14 new water hydrants to strengthen our community's ability to respond to fire emergencies.
- 130 new, accessible meters that will improve the quality and reliability of our water services.
- new water connections so that more residents and businesses will have improved access to water services.

This project will create more jobs and opportunities in our communities, which is especially important as we continue to address the effects of the pandemic and unemployment levels. As we embark on this next phase, we invite you and your staff to visit the project, as it exemplifies what accountable, transparent and representative government can accomplish through collaborative partnerships.

Again, we thank you for your tenacity and leadership as we complete the next phase of Bloomington Alleyway Pipeline Project. Let's continue to look for more ways to invest in the community and continue to build a better future for our region.

Respectfully,

Channing Hawkins, President
Division 4

Dr. Michael Taylor, Vice President
Division 2

Angela Garcia, Director
Division 1

Kelvin Moore, Director
Division 3

Greg Young, Director
Division 5



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: March 17, 2022
TO: Board of Directors
FROM: Shamindra Manbahal, General Manager
SUBJECT: UPGRADE AND PURCHASE OF HYDRAULIC MODELING SOFTWARE

DISCUSSION:

West Valley Water District (District) was recently made aware that Innovyze, the software company that distributes and maintains H2ONet (the hydraulic water modeling software that the District utilizes) will be retiring the software on December 31, 2022 and that support for the software will also be ending. Customers like the District can choose to transition over to Innovyze's InfoWater Pro modeling software at that time or take advantage of the software upgrade credits that are currently available until the end of March 2022. If the District transitions to InfoWater Pro now, the District will receive a \$8,405.00 product upgrade credit and a \$1,016.97 prorated maintenance credit for a total cost savings of \$9,421.97. With the credits, the cost for the upgrade is \$28,386.99, but would otherwise be \$37,808.96 without.

FISCAL IMPACT:

This was not a budgeted item in the fiscal year 2021/22 budget and therefore funds will need to be transferred from the CIP Contingency budget to purchase the software. Attached as Exhibit A is the quote for a floating license of InfoWater Pro in the amount of \$28,386.99. This amount includes the above referenced cost saving credits. The District's budget for CIP Contingency has funds available to transfer.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

LJ:ls

ATTACHMENT(S):

1. Exhibit A - InfoWater Pro Software Quotation

MEETING HISTORY:

03/09/22 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A



Empowering water experts

Quotation Date: 2-March-2022
 Quote Valid Until: 29-March-2022
 Payment Terms: NET 30

TOTAL
 28,386.99 USD

QUOTATION NO.
 Q-120611

Innovyze LLC
 6720 S Macadam Ave. Ste 200
 Portland, Oregon 97219-2368
 United States

Main: + 1 (888) 554 5022
 Federal Tax ID: 94-2819853
[Terms and Conditions](#)

PRODUCT	DISC (%)	UNIT PRICE	QTY	TOTAL
H2ONET Suite (4,000 Links)		8,405.00	1	-8,405.00
Credit for Product Upgrade				
Serial No: A1921S04001-0003010				
H2ONET Suite (4,000 Links) - InfoCare Renewal		1,016.97	1	-1,016.97
InfoCare Credited from: 29-March-2022 through 14-October-2022. Credited amount will reflect any purchase price discount applied.				
InfoWater Pro Floating (Unlimited Links)		34,100.00	1	34,100.00
InfoWater Pro Floating (Unlimited Links) - InfoCare		6,820.00	1	3,708.96
29-March-2022 to 14-October-2022				

SUBTOTAL 28,386.99
 TAX 0.00
 TOTAL 28,386.99

All values displayed are in USD

BILL TO	SHIP TO	AUTHORIZATION
---------	---------	---------------

West Valley Water District
 855 W Base Line Rd
 Rialto, CA 92376-3103
 US
 ljadeski@wvwd.org

West Valley Water District
 855 W Base Line Rd
 Rialto, CA 92376-3103
 US
 ljadeski@wvwd.org

Main Contact:
 Linda Jadeski

www.innovyze.com

The estimated tax due, is as identified, an estimate. Actual taxable amount may vary. Customer is responsible for all tax liabilities and/or obligations that result from any purchase identified on, or result from, this quotation. If customer is tax exempt, a copy of a valid exemption certificate must be provided to Innovyze.

Technical support and/or maintenance services ("Support Services") are offered pursuant to this quotation and the Innovyze Software Maintenance & Support Agreement. To receive Support Services, customer acknowledges and agrees that it must at all times continue to be party to the Innovyze Software Maintenance & Support Agreement without interruption. Customer acknowledges and agrees that in the event the Innovyze Software Maintenance & Support Agreement is not renewed or is allowed to lapse (whether as a result of non-renewal, lack of payment, or otherwise): (i) Innovyze will have no obligation to provide customer with the Support Services or any other technical support and/or maintenance of any kind; and (ii) in order to again be eligible to receive Support Services, customer will be required to pay all delinquent payment/outstanding balances due, regardless of duration, plus a twenty-five percent (25%) reinstatement fee.

Any software delivered in connection with this quotation is governed by the Innovyze Software License Agreement.

For InfoCare to be maintained, all orders need to be issued to, and paid to, Innovyze, even if there currently exists a contract with Autodesk.

Innovyze policy states that if any provision contained in this Agreement is in conflict with, or inconsistent with any clause in the Innovyze Licensing Agreement (www.innovyze.com/en-us/agreements), the clause contained in the applicable Innovyze standard agreement shall govern and control.

In addition to the Company's standard terms and conditions:

- The associated terms for the above products and/or services (the "Solution Set") are, as issued herein, non-cancellable and non-refundable ("NCNR");
- Any prepayment made by customer to Company, as associated with the above Solution Set(s) is also considered non-cancellable and non-refundable ("NCNR"). Modification and/or change to a Solution Set does not alter the NCNR status.
- Customer acknowledges that the NCNR clause shall supersede any and all other applicable language, in any agreement, by and between the parties; where there is a conflict, NCNR terms shall rule.

The undersigned hereby certifies that the individuals and/or positions, as represented by signature below, have the authority to legally bind Customer; to execute any agreement, amendment or change order on behalf of Customer. Explicitly, that binding authority has been granted by proper order, resolution, ordinance or other authorization of Customer. Further, by signing below, Customer acknowledges its consent to the terms and conditions as identified above.

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Purchase Order Required: _____ Yes / No



BOARD OF DIRECTORS STAFF REPORT

DATE: March 17, 2022
TO: Board of Directors
FROM: Shamindra Manbahal, General Manager
SUBJECT: TASK ORDER NO. 4 FOR THE DESIGN OF LORD RANCH PUMP STATION 4-3 SITE PIPELINES

BACKGROUND:

The Lord Ranch Site (“Site”) is located on the east side of Pepper Avenue north of Baseline Road and south of State Route 210, in the City of Rialto, and is currently home to Pump Station 4-1, Reservoir 3-2, and Wells 7, 8A, and 36. Several projects at the Site are proposed for construction which would allow the District to utilize additional capacity through the Base Line Feeder (“BLF”) transmission pipeline, the source of which is purchased groundwater from the San Bernardino Valley Municipal Water District. Water supplied through the BLF is boosted into the District’s northern service area. The proposed infrastructure projects include the construction and operation of a 1-million-gallon aeration tank (“R3-5”), a booster pump station 4-3 (“PS4-3”) within a concrete masonry building, pipelines connecting the proposed tank and pump station to existing facilities, and site grading and drainage (“Site Improvements”).

DISCUSSION:

The District previously retained Engineering Resources of Southern California, Inc. (“ERSC”) for the design of R3-5, PS4-3, and Site Improvements. At this time, staff is recommending the design be enhanced to include additional site piping to allow for system operational flexibility. The extra work includes additional site piping to permit feeding of all tanks and pump station facilities from the west and east direction of the distribution system, including existing Well 7, 8A, and the potential for future Well 36A. These modifications will require additional engineering drawings, updates and modifications to the current drawings, cost estimates, and specifications, to which ERSC submitted a proposal for additional design services required to modify the design plans. Staff recommends the District proceed with this extra work and the authorization of Task Order No. 4 (attached **Exhibit A**), which includes the extra work proposal.

FISCAL IMPACT:

The cost to perform the additional design services for PS4-3 as proposed by ERSC is not to exceed amount is \$23,700.00. This item is included in the Fiscal Year 2021/22 Capital Improvement Budget under the W15004 Lord Ranch 4-3 Pump Station Project. Sufficient funds are available in the project budget to cover the cost of Task Order No. 4.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

RP:ls

ATTACHMENT(S):

1. Exhibit A - Task Order No. 4 for PS 4-3 with ERSC

MEETING HISTORY:

03/09/22 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A

TASK ORDER NO. 4

Engineering Services for the Design of Lord Ranch Pump Station 4-3 Site Pipelines

This Task Order ("Task Order") is executed this 17th day of March, 2022 by and between West Valley Water District, a public agency of the State of California ("District") and Engineering Resources of Southern California, Inc., a California Corporation ("Consultant").

RECITALS

- A. On or about November 7th, 2019 District and Consultant executed that certain Agreement for Professional Services ("Agreement").
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

- 1. Consultant agrees to perform the services set forth on Exhibit "1" attached hereto and by this reference incorporated herein.
- 2. Subject to any limitations in the Agreement, District shall pay to Consultant the amounts specified in Exhibit "2" attached hereto and by this reference incorporated herein. The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit "2," unless additional compensation is approved in writing by the District.
- 3. Consultant shall perform the services described in Exhibit "1" in accordance with the schedule set forth in Exhibit "3" attached hereto and by this reference incorporated herein. Consultant shall commence work immediately upon receipt of a notice to proceed from the District. District will have no obligation to pay for any services rendered by Consultant in advance of receipt of the notice to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.
- 4. The provisions of the Agreement shall apply to this Task Order. As such, the terms and conditions of the Agreement are hereby incorporated herein by this reference.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed effective as of the day and year first above written.

DISTRICT:

**WEST VALLEY WATER DISTRICT,
a public agency of the State of California**

By _____
Channing Hawkins, President

By _____
Shamindra Manbahal, General Manager

By _____
Peggy Asche, Board Secretary

APPROVED AS TO FORM:

TAFOYA LAW GROUP, APC

By _____
Robert Tafoya

CONSULTANT:

**ENGINEERING RESOURCES OF
SOUTHERN CALIFORNIA, INC.,
a California corporation**

By _____
Name _____
Its _____

EXHIBIT “1”**TO****TASK ORDER NO. 4****SCOPE OF SERVICES****Scope:**

Engineering Design Services at Lord Ranch Facilities Change Order Request for
Additional Services as Task Order No. 4 dated March 3, 2022.
Pump Station 4-3 Site Pipelines



62026.193

March 3, 2022

Rosa Gutierrez, PE - Senior Engineer
Via Email Only: rgutierrez@wvwd.org

West Valley Water District
855 W. Baseline Road (P.O. Box 920)
Rialto, CA 92377

**SUBJECT: ENGINEERING DESIGN SERVICES @ LORD RANCH FACILITY
CHANGE ORDER REQUEST FOR ADDITIONAL SERVICES AS TASK ORDER NO. 4**

Dear Ms. Gutierrez,

Engineering Resources of Southern California (ERSC) is pleased to submit our proposal to the District for subject project. Based on our recent correspondence and discussions, I understand that Staff desires additional site piping to allow for system operational flexibility. Originally, design for the new 3-5 Tank and 4-3 Pumping Station facilities were to be operated solely utilizing waterlines from the west (off of Pepper Avenue), while the existing 3-2 Tank and 4-1 Pumping Station facilities were to remain fed by waterlines from the east., including existing wells 7 and 8A.

The new design direction requires additional cross-site piping to permit feeding of all Tank and Pumping Station facilities from either direction, including the compound's 2 existing wells and the potential for a third (future) well, thus requiring **ERSC** to revise the recently completed drawing sets, specifications, and cost estimates to accommodate same. Doing so will, at a minimum, require additional engineering drawings (and associated details), and updating / modifying the current 41 sheet set of drawings (3 separate plan sets) to reflect the numerous changes. Certain changes are also anticipated to impact the electrical drawing sets and may have unknown impacts to facilitate coordination among said 3 separate plan sets.

A breakdown of our Estimate is as follows:

STAFF:	Sr. Princ. Engr	Project Engr	Sr. Designer	Elec. Plan Updates	TOTAL
RATE (\$/HR):	215	165	120	LS	
HOURS:	24	36	54	LS	
SUBTOTAL:	\$5,160	\$5,940	\$6,480	\$5,000	\$22,580
				(Incl. 5% DCs & Rounded)	\$23,700

Therefore, we hereby request a Task Order amendment in a not-to-exceed amount of **\$23,700** to allow ERSC to attend to Staff's latest direction and perform the additional work.

As always, we look forward to the opportunity of working with District on this matter and appreciate our continued relationship. If you have any questions or require additional information, please call me at 909.890.1255 (Ext. 126). Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Erik T. Howard". The signature is fluid and cursive, with the first name "Erik" being the most prominent.

Erik T. Howard, PE, PLS
Sr. Principal Engineer

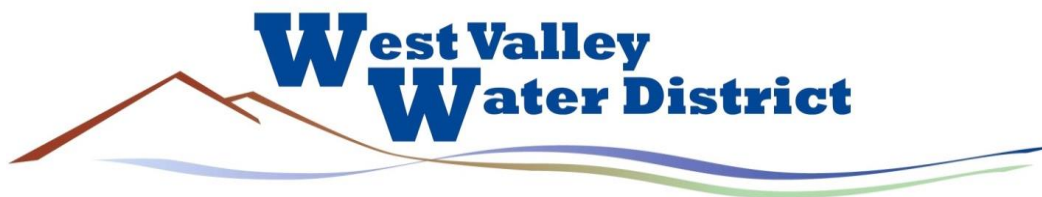
EXHIBIT “2”
TO
TASK ORDER NO. 4
COMPENSATION

The fee estimated for Engineering Services for the Design of Lord Ranch Pump Station 4-3 Site Pipelines Project is **\$23,700.00**.

DESCRIPTION	COST
Task 1 – Additional Site Pipeline Design, new engineering drawings, updates and modifications to the final set, cost estimates, and specifications; electrical drawing set; coordination of separate plans.	\$23,700.00
Total Cost	\$23,700.00

EXHIBIT “3”
TO
TASK ORDER NO. 4
SCHEDULE

Schedule to be determined by District staff.



BOARD OF DIRECTORS STAFF REPORT

DATE: March 17, 2022
TO: Board of Directors
FROM: Shamindra Manbahal, General Manager
SUBJECT: RIVERSIDE AVENUE NORTH STREET RECONSTRUCTION PROJECT

DISCUSSION:

The City of Rialto (City) is reconstructing Riverside Ave. in (3) phases. The first phase, currently under construction, is from Foothill Blvd. to just north of the 210 Freeway (Galway St.). Project improvements will include roadway reconstruction, and construction of ADA curb ramps and cross gutters at intersections. See attached **Exhibit A** for project overview. Reconstruction of Riverside Ave. will include over excavation between 24-29 inches in depth (most roadway reconstruction is between 6-12 inches in depth). Due to the depth of excavation and vibrating construction equipment needed to complete the reconstruction of the roadway, West Valley Water District's (District) facilities in the area will be impacted.

On the west side of Riverside Ave. between Walnut Ave. and the District's boundary to the south, there is a 6-inch steel waterline that was constructed in 1955. This 67 year old waterline is located under the curb and gutter (and would be difficult to repair in the event of a leak) and may be impacted by the City's project. Due to these factors, the District is abandoning the 6-inch waterline and transferring customer services over to a 10-inch steel line on the east side of Riverside Ave.

In order to meet the City's schedule for improvements in the area, this work needs to be completed by the end of March. Since this project is time sensitive it is being considered an emergency project. The District has reached out to three (3) of it's pre-approved Contractors to request quotes to abandon the 6-inch waterline on the west side of Riverside Ave. and install new deeper customer service laterals. The three (3) quotes received for the construction of Riverside Avenue Phase I facilities modifications are summarized below:

Contractor	Cost
C.P. Construction	\$62,907.50
EL-CO Contractors, Inc.	\$89,100.00
Merlin Johnson Construction	\$99,200.00

Staff has reviewed the quotes and confirmed that C.P. Construction is the lowest responsible and responsive bidder. Attached as **Exhibit B** is the quote submitted by C.P. Construction.

FISCAL IMPACT:

The cost to perform the waterline abandonment and installation of new services as proposed by CP Construction is \$62,907.50. This was not a budgeted item in the fiscal year 2021/22 budget and therefore funds will need to be transferred from the CIP Contingency budget. The District's budget for CIP Contingency has funds available to transfer.

STAFF RECOMMENDATION:

This item was presented to the Engineering, Operations and Planning Committee on Wednesday, March 9th as an emergency item. We are now bringing this to the Board of Directors for ratification. Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

LJ:ls

ATTACHMENT(S):

1. Exhibit A - Project overview
2. Exhibit B - Quote submitted by CP Construction

MEETING HISTORY:

03/09/22 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A



RIVERSIDE AVENUE NORTH STREET RECONSTRUCTION PROJECT

Between Galway Street and Foothill Boulevard

Project Overview

The City of Rialto will reconstruct and repave Riverside Avenue between Galway Street and Foothill Boulevard.

Project improvements will include:

- Reconstruction of Riverside Avenue between Galway Street and Foothill Boulevard
- Construction of ADA curb ramps and cross gutters at intersections
- Construction of a raised concrete median on Easton Street east of Riverside Avenue

Project Map



Frequently Asked Questions (FAQ)

When will construction begin?

Construction is expected to begin in February 2022 and will take approximately nine months to complete. Construction is dynamic and this schedule is subject to change. Please be alert when traveling through the area, and follow all posted construction and traffic signs. Safety is our top priority.

What can I expect during project construction?

Construction will take place weekdays, Mondays through Fridays between 7:00 a.m. and 4:00 p.m. At least one lane in each direction on Riverside Avenue will be open at all times. You may notice concrete barriers and traffic cones to separate work areas from traffic. Please be aware and use caution throughout the project area as workers and heavy equipment will be present. You should allow extra time to reach your destination as you may experience delays related to construction activities.

Where can I learn about planned closures and construction activities?

Regular updates on project construction, including planned closures and detours will be available on an interactive Google Map on the project website, yourrialto.com/RiversideAveNorth.

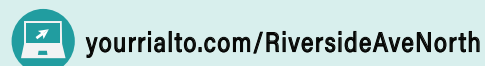
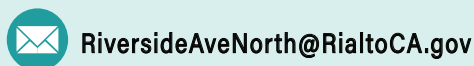
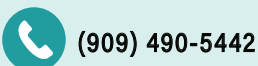
Who can I contact for more information?

For questions or more information call the project hotline, (909) 490-5442, or email RiversideAveNorth@rialto.ca.gov.

For more information and to sign up for project updates, visit yourrialto.com/RiversideAveNorth or scan the QR code below. Hablamos español.

Last updated January 2022

GET CONNECTED



@CityofRialto



EXHIBIT B

C.P. Construction Company, Inc.

SEWER
WATER

P.O. BOX 1206 • ONTARIO, CALIFORNIA 91762
State Contractor's License No. 304795--Class "A"

PHONE: (909) 981-1091
FAX: (909) 981-6704

March 9, 2022

Marco Bravo
Associate Engineer
West Valley Water District
855 W. Baseline
Rialto, CA 92377

Re: Revised Proposal for West Valley Water District for Riverside Ave.

Dear Mr. Bravo:

C.P. proposes to furnish labor, materials, equipment & supervision necessary to complete improvements as listed below for the West Valley Water District in Riverside Avenue for the total price bid = \$ 62,907.50

1	Construct new 1" short side water services.	5	EA	\$ 4,757.50	\$	23,787.50
2	Construct new 1" long side water services.	3	EA	\$ 6,750.00	\$	20,250.00
3	Cut and plug for abandonment-in-place existing 6" waterline in areas of crossgutters.	2	EA	\$ 2,500.00	\$	5,000.00
4	Temp. paving with 3"-thick hot-mix asphalt pavement.	340	LF	\$ 19.50	\$	6,630.00
5	Provide five (5) compaction tests and test report.	1	LS	\$ 5,000.00	\$	5,000.00
6	Provide Labor and Materials Bonds for this job.	1	LS	\$ 695.00	\$	695.00
7	Provide 2-year Maintenance Warranty Bond.	1	LS	\$ 695.00	\$	695.00
8	Provide to the City of Rialto an Engr.-stamped TCP for this work.	1	LS	\$ 850.00	\$	850.00
				Total =	\$	62,907.50

*C.P.'s bid price includes traffic control and any TC permit required by the City of Rialto for the work bid hereinabove.

*C.P.'s bid is based on working normal working hours Monday-Friday 7:00 AM to 5:00 PM.

*C.P. will provide a permit from the City of Rialto as may be required for the work bid hereinabove; per telephone conversation today this morning 9:15 AM with Rex Caballero at the City of Rialto the City will not charge any permit fee for the West Valley Water District's work hence C.P. will present no cost for providing the permit.

*C.P. excludes the costs of construction water, inspection fees and costs, staking, engineering, and relocation of existing improvements if found to be in conflict with the proposed improvements.

*C.P. is a union-affiliated prevailing wage contractor - C.P. will provide certified payrolls for this job.

*C.P.'s bid prices include C.P. will pay State Sales Tax for materials purchased by C.P. for this project.

*C.P. includes dust control for C.P.'s own operations; C.P. bid includes appropriate BMP's for this project. C.P. excludes a SWPP Plan.

*C.P. excludes the costs of security personnel, security fencing, site lighting for night work, etc.

*C.P.'s bid includes disinfection of the new services with liquid chlorine solution then flushing before service tie-overs.

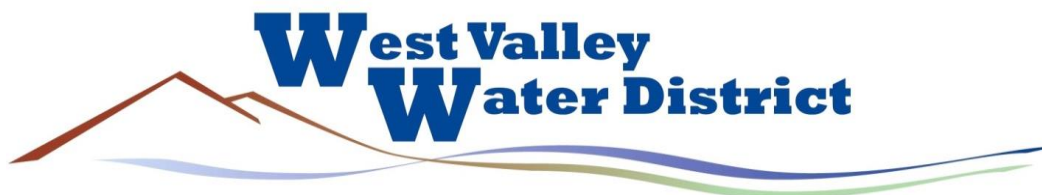
*C.P. includes connecting to the frontsides of the existing water meters - C.P. excludes furnishing new water meters, meter boxes, customer-side shut-off valves, and any other appurtenances beyond the new angle meter stops to be furnished and installed by C.P. as part of the construction of the new water services.

Thank you for the opportunity to bid on this job.

Sincerely,

John Blough

John Blough
Estimator



BOARD OF DIRECTORS STAFF REPORT

DATE: March 17, 2022
TO: Board of Directors
FROM: Shamindra Manbahal, General Manager
SUBJECT: WELL 5A REHABILITATION AND PUMP RECONDITIONING

BACKGROUND:

Well 5A has a Groundwater capacity of approximately 2.2 million gallons per day and is located in West Valley Water District's Pressure Zone 4. Well 5A has experienced reduced flow capacity and reduced efficiency over time, consistent with worn pump impellers. During this low water demand time of the year, rehabilitating the well and well pump would be prudent ahead of the higher water demand Summer months, especially with the reduced availability of State Water Project water this year.

DISCUSSION:

The General Pump Company is the well pump contractor that was selected by the District during a publicly advertised competitive bidding process. The contractors that participated in the bidding process entered their costs for all of the services listed in a matrix created by members of Operations, which included all of the services needed for repair and replacement of well and booster pump assemblies. The Board of Directors approved the As Needed On Call Contract for General Pump (attached Exhibit A) at the May 6, 2021 Board Meeting.

Utilizing the On Call contract, Well 5A pump assembly has been pulled and inspected and General Pump currently has the entire well pump assembly and motor in their shop, and has assembled their quote for well rehab, pump reconditioning, repair, and re-installation from as-built drawings, pump curve info, system pressure info, and drillers logs. Attached Exhibit B details the repair and rehabilitation that needs to be performed to bring the well is back into its normal operating service and provide much needed production capacity in Zone 4.

A cost summary of the work is as follows:

Item	Amount
Shop Labor – 123 Hrs. @ \$90/Hr.	\$11,070.00
Materials + Sales Tax @ 7.75%	\$83,882.30
Field rehab work to well, re-video well, re-install pump assembly	\$56,267.32
Performance Bond	\$3,100.00
TOTAL	\$154,319.62

FISCAL IMPACT:

The Fiscal Year 2021/22 Capital Budget Mid-Year Adjustments includes \$156,000.00 for this project, Project Number W22026.

STAFF RECOMMENDATION:

Staff recommends that the Engineering and Planning Committee approve the repair and replacement work shown in the quote from General Pump for Well 5A and submit this item for consideration by the full Board of Directors at a future meeting.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

VJ:ls

ATTACHMENT(S):

1. Exhibit A
2. Exhibit B

MEETING HISTORY:

03/09/22 Engineering, Operations and Planning Committee REFERRED TO BOARD

AGREEMENT AS NEEDED/ON CALL SERVICES BY CONTRACTOR

This AGREEMENT, made and entered into the 6th day of May, 2021, by and between the **WEST VALLEY WATER DISTRICT**, ("District"), and General Pump Company, Inc, ("Contractor").

RECITALS

WHEREAS, District desires to engage the services of Contractor to provide a variety of repair services as may be assigned on an as needed basis by District. Services will include emergency and non-emergency maintenance and repair work.

WHEREAS, Contractor agrees to provide such services pursuant to the terms and conditions of this Agreement and has represented to District that he/she possesses the necessary skills and qualifications to provide such services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, District and Contractor agree as follows:

AGREEMENT

1. ENGAGEMENT OF CONTRACTOR

Contractor agrees to provide such services for District as assigned on an as needed basis. Except for emergency work or work that is invoiced over \$500, a Purchase Order will be issued for each individual project defining the scope of work to be performed, the time allotted for completion of the project, and the cost to complete the work. All costs include labor, materials, equipment, travel time and mileage. Contractor shall advise the District as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events that may affect the scope and/or cost of services identified on each Purchase Order. Contractor understands that there is no guarantee of any work assignments given or implied by entering into this Agreement.

Contractor will supply all labor, tools, equipment, materials and expertise required to complete the work in a timely and workmanlike manner consistent with industry standards. Contractor agrees to perform the work in accordance with the terms and conditions of this contract, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations in effect at the time the services are provided.

2. TERM OF AGREEMENT

The term of this Agreement shall cover a one year time period commencing on the day this Agreement is fully executed by all parties and continuing until one year after that date unless extended or sooner terminated as provided for herein. In addition, after the initial one year period, if and only if the parties mutually agree in writing by executing an amendment to this Agreement, the parties may extend this agreement for a maximum of two one year extensions. In the event the time specified for completion of an assigned Purchase Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to

complete such Purchase Order and thereupon this Agreement shall terminate.

3. OTHER AGREEMENTS OR UNDERSTANDINGS

It is hereby understood that if there is conflicting language between this Agreement and a Purchase Order, the language in this Agreement shall govern. To the extent the terms and conditions contained herein are inconsistent with the terms and conditions contained in the Contractor's proposal, the terms and conditions in this Agreement shall govern. In summary, if there is any conflicting language between this Agreement and any other document, this Agreement shall govern.

4. PAYMENT FOR SERVICES

For emergency work, District will pay Contractor on a time and expense basis in accordance with the **Billing Schedule attached hereto as Attachment A**. For non-emergency work, bids will be submitted based on either a "fixed price fee" or a "time and expense cost estimate subject to a maximum not-to-exceed dollar limit." A Purchase Order will be issued for all non-emergency work defining the scope of work and cost of services as set forth in Contractor's bid. For Purchase Orders involving not-to-exceed dollar limits, Contractor shall be responsible to manage the project progress and costs to ensure the costs will not exceed the authorized amount to complete the work and shall notify the District in writing immediately when the costs have reached 75% of the maximum dollar limit. In the event the Contractor encounters unexpected field conditions that will result in a cost overrun, a Change Order request shall be immediately submitted in writing by the Contractor to the District for approval. Contractor shall not be compensated for any services, nor reimbursed for any expenses in excess of those authorized by this Agreement, or any Purchase Order without prior written approval by District. Individual Purchase Orders shall not exceed \$25,000 without prior Board approval.

Upon completion of all work required by a Purchase Order, and acceptance by District, Contractor shall email invoices referencing the appropriate contract number to: **apinvoices@wvwd.org** or mail to:

West Valley Water District
P.O. Box 920
Rialto, CA 92377
Attn: Accounts Payable

Invoices **MUST** identify the Purchase Order Number, if applicable.

Contractor shall itemize on each invoice submitted a separate cost for material, labor and equipment.

District will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's invoice.

Monthly progress payments will only be made if Contractor provides performance and payment bonds for the total bid amount.

5. RIGHT TO WITHHOLD PAYMENT

District may withhold or nullify the whole or any part of any payment due Contractor to

such extent as may be reasonably necessary to protect the District from loss as a result of:

- A. Defective work not remedied in accordance with the provisions of the contract; or
- B. Claims or liens filed or reasonable evidence of probable filing of claims or liens; or
- C. Failure of Contractor to make payment properly for labor, services, materials, equipment or other facilities or to subcontractors; or
- D. Damage to other work or property; or
- E. Failure of the Contractor to maintain all records as required; submitting progress schedules, and any other such items as may be required herein.

6. **CHANGE ORDERS**

Change Orders are defined as additional work and/or changes to the scope of work. Change Orders may be required and ordered in writing by District with agreement by Contractor. No Change Orders shall be authorized by the District unless a request therefore is submitted in writing to the District with an estimate of additional hours of work to be performed and/or additional goods or materials to be supplied and the associated costs provided. **Change Orders performed without prior written authorization will not be approved for payment.**

7. **SAFETY**

Contractor will be responsible for safety related to and during the performance of the work hereunder. Contractor will ensure that Contractor's employees and the employees of the sub-contractors are notified of an observe and abide by all safety regulations and laws. Contractor shall include provisions for compliance with all safety regulations and laws in all sub-contracts.

8. **INSURANCE**

Contractor shall not commence work under this contract until Contractor has provided District with the **required policies of insurance as described in Attachment B and valid Certificate(s) of Insurance** for said policies of insurance.

Contractor shall immediately notify District of any damage to property and/or injury to, or death of, persons, which occurs in connection with or is in any way related to the work. Contractor shall furnish District a written report of any such damage or injury within three (3) working days.

9. **DEPARTMENT OF INDUSTRIAL RELATIONS**

A. PREVAILING WAGES

Company shall insure that prevailing wages are paid to all of their employees and subcontractor's employees in accordance with state of California Labor Code, Section 1770, et seq. Said rates are accessible from the Department of Industrial Relations at

www.dir.ca.gov/dlsr/DPreWageDetermination.htm. Contractor shall post such determinations at Contractor and subcontractor job site(s) when appropriate. If requested, certified payroll records will be furnished to District within ten (10) days after receipt of a written request.

Contractor shall forfeit to the District, or require the forfeit by a subcontractor, as penalty, \$50.00 for each calendar day, or portion thereof, for each worker paid less than the said stipulated prevailing rates for any work done under this contract in violation of the provisions of the California Labor Code, Section 1775. In addition, District shall not be responsible for, and Company shall be required to pay each affected worker the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate by the Company or subcontractor.

B. CONTRACTOR REGISTRATION: DIR

No Contractor or Subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. Contractor registration information can be found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

California Labor Code 1771.1.(a)

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

C. WORKER CLASSIFICATION

Contractor agrees to provide worker classification information to assist the District in completion of Contract award notice to Department of Industrial Relations.

10. ASSIGNMENT, SUBCONTRACTING, OR INSOLVENCY

- A. No performance of this contract or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the District. Any attempt by the Contractor to assign or subcontract any portion of this contract without the express written consent of the District shall be invalid and shall constitute a material breach of this contract. Whenever the Contractor is authorized to subcontract or assign, the terms thereof shall incorporate by reference and not conflict with this contract.
- B. Contractor agrees that if there is a change in ownership prior to completion of this contract the Contractor agrees to incorporate into any sale documents the requirement that the new owners will be required under terms of sale to

assume this contract and complete it to the satisfaction of the District.

- C. The request for assignment or subcontract and the District's approval or disapproval is not to be construed as an excuse and does not excuse any non-compliance with any other provision of law and the signed contract, including but not limited to the "Subletting and Subcontracting Fair Practices Act" or any other contracting requirements relating to substitution of subcontractors.
- D. In the event Contractor shall become insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or for reorganization, or pursues any other remedy under any law relating to the relief of debtors, or in the event a receiver is appointed of Contractor's property or business, District may, at its sole option, cancel this contract immediately with no prior notice.

11. **STATUS OF COMPANY**

Company shall perform the services provided for herein in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of District. Contractor shall be under the control of District only as to the result to be accomplished. Neither Contractor nor any of his/her employees or agents shall have any claim under this Agreement or otherwise against District for vacation pay, paid sick leave, retirement benefits, social security, workers' compensation, health, disability, or unemployment insurance benefits or other employee benefits of any kind. Contractor is liable for all applicable Social Security, Federal and State taxes required on payments made by District. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Contractor or any of his respective employees or agents, the parties hereby agree that both Contractor and District shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of with who or by whom such discussions or negotiations are initiated.

Contractor shall be considered the prime or general contractor. In the event Contractor contracts with other firms (e.g. surveying firms, boring firms, trenching firms, earth moving firms, geotechnical/soils testing firms, or any other firms), those firms shall be considered subcontractors.

12. **LICENSING AND PERMITS**

Contractor shall be licensed, as required, in accordance with the laws of this State. Contractor further warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Contract.

13. **WARRANTY**

Contractor shall guarantee all materials and/or workmanship for a period of twelve (12) months following completion and acceptance of the work by the District, and shall promptly repair or replace any defective work and/or materials at Contractor's own expense upon notification by the District. Contractor also guarantees and warrants all

material and/or work to be of merchantable quality and fit for District's specific purpose.

14. CONTRACTOR'S RESPONSIBILITIES

A. EMPLOYEES:

1. Background/Security: Contractor warrants that all personnel engaged in the performance of this work are legal employees of the Contractor, possess sufficient experience, and have passed a background check for criminal history. During the term of this contract, Contractor shall notify District in writing of any employee performing this work that has a criminal conviction.
2. Health: All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on District's property. Neither shall the Contractor allow the use or presence of alcohol or drugs on District's property.
3. Conduct: Any employee or subcontractor of Contractor performing work on District property while under the influence of alcohol or drugs or whose conduct interferes with the proper performance of the work or with District's operations shall be immediately removed from the work site and not permitted at the worksite thereafter.
4. Supervision: Contractor shall provide a supervisor or foreman who shall be present at all times during contract operations, and who shall be responsible for both conduct and workmanship. The supervisor or foreman shall be able to communicate effectively in both written and oral English.
5. Training: Contractor shall have an ongoing training program for its entire staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training.
6. Gifts and Gratuities: Contractor shall establish precautions to prevent its employees or agents from making, providing, or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the District.

B. RECORDS:

Contractor shall maintain records showing name of employee, classification, actual hours worked, wages paid, and any benefits paid to each employee.

C. RESTRICTIONS:

Unauthorized use of District equipment is prohibited by the Contractor or their employees. District telephones shall not be used for personal or business reasons with the following exceptions(s):

1. To report need of medical aid, fire or need of law enforcement, use 911 number;

15. NONDISCRIMINATION IN EMPLOYMENT

Contractor shall not discriminate against any worker, employee or applicant for employment because of race, creed, color or national origin and in this respect shall comply with the provisions of Executive Order 11246 in effect on the date hereof. Contractor agrees upon request to provide District with Certificate of Submission of Current Compliance Report or Compliance Report Notification

16. PAYMENT OF SUPPLIERS

Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said material to be furnished under this contract. Contractor shall fully discharge each such obligation at the time performance of the obligation matures and becomes due. Prior to payment, Contractor shall provide an unconditional waiver and release form as authorized by Civil Code Section 3262, signed by each material supplier and subcontractor involved on the project. These forms must be provided to District upon request.

17. STANDARD OF CARE

Contractor's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession or occupation currently practicing under similar conditions. All services shall be performed to District's satisfaction.

18. PRECONSTRUCTION CONFERENCE

If deemed necessary, at the sole discretion of the District, District shall arrange for a preconstruction conference to be attended by Contractor's Superintendent and representatives of utilities, permit agencies, major subcontractors, and others whose input may be desired.

The purpose of this conference shall be to establish a working understanding between the parties and to discuss the construction schedule, shop drawing submittals and approvals, cost breakdown of major lump sum items, applications for payment and their processing, and such other subjects and submittals as may be pertinent to the project.

19. RESPONSIBILITY FOR JOB SITE CONDITIONS

In accordance with generally accepted construction practices, Contractor will be required to assume sole and complete responsibility for job site conditions during the course of each project, including safety of all persons and property, and this requirement shall be made to apply continuously and not be limited to normal working hours. In this regard, Contractor assumes sole responsibility for any loss or damage, including theft and vandalism, to Contractor's completed work, work in process, materials, supplies and equipment of the work site, in storage or in transit until the work is accepted by the District. Contractor agrees to defend and indemnify and hold

harmless the District for all liability, damages, costs, and expenses, including but not limited to attorneys' fees, and any and all claims made against the District as a result of any negligence including but not limited to contributory negligence by the Contractor or Contractor's subcontractors.

20. DISPUTES

If any disputes should arise between Contractor and District concerning the work to be done under this contract, the payments to be made, or the manner of accomplishment of the work, Contractor shall nevertheless proceed to perform the work as directed by District pending complete settlement of the dispute.

21. NON-PERFORMANCE OF DUTIES

Should District find the Contractor in default by not performing duties as per requirements set forth in each Purchase Order, District will immediately notify the Contractor's representative verbally. If corrections are not made within five (5) working days of verbal notice, District will then notify Contractor in writing of non-performance. If corrections are not made within five (5) working days of written notice District may terminate the contract at its sole discretion immediately without further notice.

22. TERMINATION

This contract may be terminated for any reason set forth below:

- A. With Cause: In the event of any breach by the Contractor of the conditions set forth in this contract, including but not limited to, any non-performance of duties, District may, without prejudice to any of its legal remedies terminate this contract for cause upon five (5) days written notice to the Contractor. Upon contract termination, the District reserves the right, (but is not required) to complete the work at its convenience and timing as deemed necessary.
- B. Without Cause: The District reserves and has the right to immediately suspend, cancel or terminate this contract for its convenience (for reasons such as, but not limited to, budgetary restrictions, changes in project scope, change in Contractor personnel, etc.) at any time upon written notice to the Contractor. In the event of such termination, the District's only obligation to Contractor will be payment for goods received or services rendered up to and including the effective date of termination. District shall not be liable for other costs nor for prospective profits on goods not delivered or services not performed.
- C. Appeal Procedure: In the event of termination with cause, Contractor shall have the right to request a hearing in which it shall have the opportunity to address the reasons for the termination. Said request shall be in writing and submitted within five (5) days of issuance of the Notice of Termination. The ultimate decision to terminate is still in the sole discretion of the District notwithstanding any hearing identified above.

23. PUBLIC RECORDS POLICY

Information made available to the District may be subject to the California Public Records Act (Government Code Section 6250 et. Seq.) The District's use and

disclosure of its records are governed by this Act. The District shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to Contractor.

In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure: (e.g., Trade Secret, Confidential, or Proprietary) District shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If District is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify District from all liability, damages, costs and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

24. HOLD HARMLESS AND INDEMNIFICATION

District, its agents, officers and employees shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injuries or death caused by, or resulting from, or claimed to have been caused by or resulting from, any act or omission of Contractor. Contractor hereby agrees to indemnify and hold harmless and defend District and its authorized agents, officers and employees against any or the foregoing liabilities, claims and/or any cost of expense that is incurred by District on account of any of the foregoing liabilities, including liabilities or claims by reason of Contractor's actions in the performance of services under this contract excluding, however, such liability, claims, losses, damages or expenses arising from District's sole negligence or willful acts.

25. FORCE MAJEURE

Either party to this contract shall be excused from performance hereunder during the time and to the extent that it is prevented from performing the work by acts of God, fire, sabotage, unanticipated labor dispute or walkout, freight embargos, commandeering of materials, products, plants or facilities through acts of government agencies, and other unforeseen circumstances beyond the nonperforming party's control if satisfactory evidence thereof is presented to the other party establishing the facts of the circumstances and that non performance is not due to the fault or neglect of the nonperforming party.

Provided that delay caused by circumstances beyond the Contractor's control and not foreseeable is established, District may, but is not required to, grant Contractor a reasonable extension of time to complete the work. District shall be advised immediately in writing and a definite delivery or completion date shall be proposed for District's consideration. In no event shall Contractor be excused for any inability to obtain goods or services necessary for Contractor's performance, or ordinary delays and accidents, or for failure to take reasonable precautions or actions to mitigate the delay. Acceptance of delay shall be at District's sole discretion and solely for the purpose of mitigating damages.

26. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated.

27. GOVERNING LAW AND VENUE

This contract will be made under, and governed by, the laws of the State of California. Venue for any dispute shall be brought exclusively in the state courts located in Riverside County, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

28. ATTORNEY'S FEES

In the event an action is commenced by a party to this contract against the other to enforce its rights or obligations arising from this contract, the prevailing party in such action, in addition to any other relief and recovery ordered by the court or arbitration, shall be entitled to recover all litigation and collection expenses, witness fees, court costs, plus reasonable attorneys' fees.

29. LIQUIDATED DAMAGES/NOTICE TO PROCEED

Liquidated damages, **if any**, will be detailed in each Purchase Order. A notice to Proceed will be issued specifying the agreed upon start and completion date. Liquidated damages will be charged per calendar day for each day completion of the services covered by the Purchase Order exceeds the time specified in the Notice to Proceed.

Liquidated Damages shall not be applied to delays caused by acts of God, strikes, boycotts, or similar obstructive actions of employees, failure by District or others to provide requested data or review comments in a timely manner, or any causes beyond the reasonable control of Contractor which are not the result solely of action or inaction by Contractor. Such delays shall result in the time for performance being extended by the length of the delays as documented by Contractor and agreed to by District in writing.

30. PAYMENT AND PERFORMANCE BONDS

Contractor may be required to furnish payment and performance bonds for work requested by means of a Purchase Order issued under this contract. **If required**, the performance bond shall be in an amount equal to 100 percent (100%) of the Purchase Order contract price as security for the faithful performance of this contract and payment bond shall be furnished in an amount not less than 100 percent (100%) of the Purchase Order contract price as security for the payment of all persons performing labor and/or furnishing materials or other supplies under this contract. All such bonds shall be issued by insurance or surety companies which are licensed by the State of California and rated no less than "A-VIII" or better by the A.M. Best Contractor and be in a form approved by District naming District as obligee.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DISTRICT:

WEST VALLEY WATER DISTRICT,
a public agency of the State of California

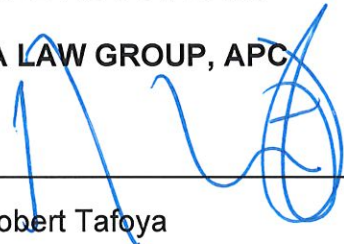
By 
Channing Hawkins, President

By 
Shamindra Manbahal, Acting General Manager

By 
Peggy Asche, Board Secretary

APPROVED AS TO FORM:

TAFOYA LAW GROUP, APC

By 
Robert Tafoya

CONTRACTOR:

General Pump Company, Inc

By 

Name Tom Nanchy

Its SR. Project Manager

Attachment A

Name of Firm: General Pump Company, Inc.

Billing Schedules and Hourly Rates

APPLICABLE HOURLY RATES – WEEKDAYS

1.	General Pump Pulling and Installation		
	Mobilization & Demobilization	\$ 200	LS*
	Two (2) men, rig, and service truck	\$ 260	/hr
	Each additional employee	\$ 75	/hr
2.	Well Rehabilitation		
	Mobilization & Demobilization	\$ 200	LS*
3.	Well Repair – Well Tear Down & Inspection		
	Two (2) men comb. Rig service truck	\$ 260	/hr
	Rebuild Bowl (Estimated hours: 30)	\$ 90	/hr
4.	Well Cleanout Work		
	Cable tool method (wire brush)	\$ 260	/hr
	Two (2) men comb. Rig service truck		
	Airlift method		
	Two (2) men, rig and service truck	\$ 260	/hr
	Air compressor charge	\$ 21	/hr
5.	Crane: 40-ton with two (2) men	\$ 290	/hr
6.	Rotary Crane		
	One (1) man and hydraulic crane – 5-ton	\$ 90	/hr
	One (1) man and hydraulic crane – 8-ton	\$ 95	/hr
	One (1) man and rotary crane – 10-ton	\$ 170	/hr
7.	Field & Technical Services		
	One (1) man and delivery truck	\$ 50	/hr
	One (1) man and service truck	\$ 140	/hr
	Two (2) men and service truck	\$ 215	/hr
	Two (2) men and welding truck	\$ 215	/hr
	Electrician	\$ 140	/hr
	Engineering	\$ 10	/hr
	Hydrologist	\$ 10	/hr
8.	Shop Labor		
	General shop labor	\$ 85	/hr
	Premium shop labor	\$ 90	/hr
	Machine shop labor	\$ 90	/hr

Section 1 (3)

	Metal spray labor	\$ 60	/hr
	Welding shop labor	\$ 90	/hr
9.	Closed Circuit Well Television with DVD copies	\$ 1,000	LS*
10.	Wire brush, Bail Well, or Swab rental	\$ 260	/hr
11.	NPDES Compliance (Baker Tanks, Neutralizing Equip., Lab Fees, Fabrication)	\$ 2,500	LS*

*LS = Lump Sum

Attachment B

Insurance and Indemnification Requirements

Indemnification Language – To the extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify West Valley Water District, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from West Valley Water District's sole negligence or willful acts.

Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least one million dollars (\$1,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to West Valley Water District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the West Valley Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the West Valley Water District; but this provision applies regardless of whether or not the West Valley Water District has received a waiver of subrogation from the insurer.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the West Valley Water District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of

the specified minimum limits of insurance and coverage shall be available to the West Valley Water District.

Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** West Valley Water District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the West Valley Water District, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Member Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the West Valley Water District.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the West Valley Water District. The West Valley Water District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or West Valley Water District.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by West Valley Water District.

Verification of Coverage – Contractor shall furnish the West Valley Water District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the West Valley Water District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The West Valley Water District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Subcontractors - Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that West Valley Water District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Safety:

In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California

Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply



GENEPUM-01

2.5.a

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. 16030 Ventura Blvd. Suite 500 Encino, CA 91436	CONTACT NAME: Sherri Ben-Nun PHONE (A/C, No, Ext): (818) 257-7438 FAX (A/C, No): E-MAIL ADDRESS: sherri.bennun@hubinternational.com																					
INSURED General Pump Company, Inc. 159 N. Acacia Street San Dimas, CA 91773	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Travelers Property Casualty Company of America</td><td></td><td>25674</td></tr><tr><td>INSURER B : The Travelers Indemnity Company of Connecticut</td><td></td><td>25682</td></tr><tr><td>INSURER C : Aspen Specialty Insurance</td><td></td><td>10717</td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Travelers Property Casualty Company of America		25674	INSURER B : The Travelers Indemnity Company of Connecticut		25682	INSURER C : Aspen Specialty Insurance		10717	INSURER D :			INSURER E :			INSURER F :		
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INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	P-630-7K939062-TIL-20	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-0N810047-TCT-20	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CUP-1N325156-20-43	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	UB-7K940269-20-43-G	6/1/2020	6/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution / Environm			ERAHL9621	2/5/2021	2/5/2022	Each Incident 1,000,000
C	Pollution / Environm			ERAHL9621	2/5/2021	2/5/2022	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Where required by written contract, West Valley Water District, its directors, officers, employees and authorized volunteers and employees are included as Additional Insured as respects operations of the Named Insured as their interest may appear on a primary and non-contributory basis per Form#CGD246 0419 and #CGT100 02 09, page 16, paragraph 4. D; Blanket waiver of subrogation for General Liability applies per form #CG 24 04 05 09; and waiver of subrogation for Workers' Compensation applies per Form #WC 99 03 76 (A)-001. RE: All Operations

CERTIFICATE HOLDER

CANCELLATION

West Valley Water District
P.O. Box 920
855 W. Baseline
Rialto, CA 92376

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverages – Coverage A – Bodily Injury And Property Damage Liability** or Paragraph **2.e.** of Section **I – Coverages – Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 - b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) An executive officer or director of any other organization; or
 - (iv) A trustee of any trust;
 that is your partner, joint venture member, manager or trustee; or
 - (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":
 - a. Means injury caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
 - a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
 - a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

- 10.** "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
- 11.** "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- 12.** "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b.** You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
- 13.** "Insured contract" means:
- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
 - b.** A sidetrack agreement;
 - c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e.** An elevator maintenance agreement;
 - f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph **f.** does not include that part of any contract or agreement:
- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle,

tracks, roadbeds, tunnel, underpass or crossing;

- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.
- 14.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 15.** "Loading or unloading" means the handling of property:
- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b.** While it is in or on an aircraft, watercraft or "auto"; or
 - c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 16.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b.** Vehicles maintained for use solely on or next to premises you own or rent;
 - c.** Vehicles that travel on crawler treads;

- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

- b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.

- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

21. "Premises damage" means:

- a. With respect to the first paragraph of the exceptions in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

- b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph 2. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
- (2) Explosion;
- (3) Lightning;
- (4) Smoke resulting from fire, explosion or lightning; or
- (5) Water.

But "premises damage" under this Paragraph b. does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization, other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

- 25.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 26.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 27.** "Title" means a name of a literary or artistic work.
- 28.** "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
- 29.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 30.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 31.** "Your work":
- a.** Means:
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2)** The providing of or failure to provide warnings or instructions.

POLICY NUMBER:P-630-7K939062-TIL-20

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 06-01-2020

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

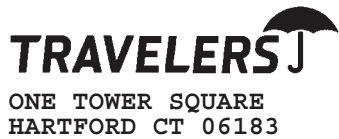
Whereby required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or

damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-7K940269-20-43-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR
WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED
PRIOR TO LOSS TO FURNISH THIS
WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE: 06-1-20

ST ASSIGN:

Page 1 of 1

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Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the District Clerk. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.

PRESENTATION

- Water Treatment Tour.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one vote. There will be no separate discussion of these items unless a member of the Board of Directors, Staff Member, or any member of the public request a specific item(s) be removed for separate action.

Consideration of:

1. April 15, 2021 - Regular Board Meeting Minutes. **(Page No. 5)**
2. Contract Management Policy. **(Page No. 9)**
3. Resolution No. 2021-5 - Investment Policy. **(Page No. 36)**
4. Resolution No. 2021-7 - Financial Package for Oliver P. Roemer Water Filtration Facility Expansion. **(Page No. 78)**
5. Agreement with Metropolitan Water District, San Bernardino Valley Municipal Water District, and Inland Empire Utilities Agency for State Water Project Water. **(Page No. 79)**
6. Infrastructure Agreement. **(Page No. 88)**
7. Amended Agreement with David Turch and Associates. **(Page No. 95)**
8. Agreement with Tres Es, Inc. for State Lobbying. **(Page No. 124)**
9. Agreement with Mike Roquet Construction for As-Needed Services for Permanent Trench Paving. **(Page No. 152)**
10. Agreement with General Pump Company, Inc. for As-Needed Services for Well & Booster Maintenance and Repairs. **(Page No. 182)**

BUSINESS MATTERS

Consideration of:

11. Update: Fixed Bed Reactor Perchlorate (FXB) Treatment System. **(Page No. 233)**

REPORTS - LIMITED TO 5 MINUTES MAXIMUM (Presentations or handouts must be provided to Board Members in advance of the Board Meeting).

1. Board Members



BOARD OF DIRECTORS STAFF REPORT

DATE: May 6, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, Interim General Manager
SUBJECT: AGREEMENT WITH GENERAL PUMP COMPANY, INC. FOR AS-NEEDED SERVICES FOR WELL & BOOSTER MAINTENANCE AND REPAIRS

BACKGROUND:

West Valley Water District (“District”) has identified a need to secure a maintenance contract with a qualified, experienced contractor to provide maintenance and repair services for the District’s wells, pumps and electric motor assemblies, on an on-call, as-needed, time-and-material basis for a period of one (1) year with two (2) additional one-year options. The firm shall be licensed (C-57) Well Drilling Contractor in the state of California.

Through this maintenance services contract, the District requires to have the firm mobilize in less than 72 hours and perform work as requested by the District. Some services may include, but are not limited to, repair, removal, installation, rehabilitation, replacement of pumps, motors, well columns, etc. and the furnishing of parts and labor in conjunction with such work.

DISCUSSION:

On March 8, 2021, a Request for Proposal (“RFP”) was issued and publicly advertised on PlanetBids. Four (4) firms – General Pump Company, Inc. (“GPC”), Layne Christensen Company (“LCC”), Weber Water Resources CA LLC (“WWR”) and Well Tec Services (“WTS”) – submitted proposals for as-need maintenance and repair services. Attached as **Exhibit A** is the RFP for The As-Needed Services for Well & Booster Maintenance and Repairs posted on PlanetBids System.

In order to determine the best value for the District, District staff first ensured that all proposals received met the requirements in the scope of work by conducting a systematic proposal evaluation. Based on technical qualifications, overall evaluation, and results, District staff recommends that GPC provides the best value for the District needs for the As-Needed Well & Booster Maintenance and Repair Services. The evaluation criteria and results are as follows:

Evaluation Criteria	GPC	LCC	WWR	WTS
Qualifications and Experience 10%	10	10	10	9
Capability 25%	25	25	25	21
References 5%	5	5	4	5
Compliance/Completeness 10%	10	10	10	10

Budget 50%	50	40	40	40
Total Proposal Points Awarded	100	90	89	85

FISCAL IMPACT:

The cost to perform the wells and pumping equipment rehabilitation was included in the Fiscal Year 2020/21 Operating Budget and Capital Budget. All performance pursuant to this contract shall be on an “on-call” or “as-needed” basis. Any tasking shall be initiated solely by the District. Moreover, execution of a contract by the District shall not entitle the contractor to any form of payment or compensation from the District without first having issued tasking or request for services from the contractor and the subsequent issuance of a Task Order.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the Acting General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

SM:jc

ATTACHMENT(S):

1. Exhibit A - RFP for As-Needed Services for Well & Booster Maintenance and Repairs
2. Exhibit B - GPC Proposal
3. Exhibit C - The Technical Proposal Score Sheet

MEETING HISTORY:

04/14/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A



REQUEST FOR PROPOSALS (RFP)
AS-NEEDED SERVICES FOR WELL & BOOSTER MAINTENANCE AND REPAIRS

INVITATION

The West Valley Water District ("District") is seeking the services of a qualified, experienced contractor to provide as needed/on call Well & Booster Maintenance and Repair services for District's wells, pumps and electric motors. The selection process will be based mainly on the contractors' experience, qualifications, innovation, price, prior experience with providing this type of service, ability to supply specific materials as specified and readiness to serve.

No proposals shall be submitted after **5:00 p.m. on Monday, March 22, 2021 electronically on Planet Bids**. Late qualification documents will not be accepted.

During the RFP process, consultants shall direct all questions on Planet Bids. Responses to questions received four (4) days prior to the RFP deadline will not be available. If there is any revision to the RFP, an addendum will be issued on Planet Bids (PB) and made available to all firms receiving RFP documents.

BACKGROUND

West Valley Water District (“District”) is a County Water District, a public agency of the State of California, organized and existing under the County Water District Law (Division 12, Section 30,000 of the Water Code) of the State of California. The District serves water to over 20,000 connections within the Cities of Rialto, Fontana, Colton, Jurupa Valley (Riverside County) and to unincorporated areas of San Bernardino County. The District’s service area includes a large amount of undeveloped land which is described in various specific plans.

The District’s distribution system includes eight pressure zones which are divided into a northern and southern system with the City of Rialto serving the area in between. The system includes 72.61 million gallons of storage capacity, 12 booster pump stations, 17 active production wells, several treatment facilities and over 150 miles of transmission lines.

Water supplies include groundwater from District wells in 4 groundwater basins, from imported State Water Project water and Lytle Creek surface flows treated at the Oliver P. Roemer Water Filtration Facility, from water purchased through the Base Line Feeder pipeline and from groundwater treated at our new Groundwater Wellhead Treatment System.

PROJECT DESCRIPTION

This project is to provide Annual Maintenance and Repair Services for the District’s wells, pumps and electric motor assemblies, on an on-call, as-needed, time-and-material basis for a period of one year. **The contractor must be a licensed (C-57) Well Drilling Contractor in the state of California.** The District expects that the total contract value not to exceed \$200,000 per fiscal year. These contract(s) may be renewed for two (2) additional one-year options should the parties mutually agree. Any and all performance pursuant to these contracts shall be on an “on-call” or “as-needed” basis. Any tasking shall be initiated solely by the District. Further, execution of a contract by the District does not in any way guarantee that any tasking or request for on-call services will be issued to any party. Moreover, execution of a contract by the District shall not entitle the other party to any form of payment or compensation from the District without first having issued tasking or request for services from the contractor.

SCHEDULE OF EVENTS

3/8/2021	Issuance of Request for Proposals
3/17/2021	Deadline for Written Questions
3/22/2021	Proposals Due by 5:00 PM
4/15/2020	District Approval of Contract (est. date)
4/19/2020	Issuance of Notice-to-Proceed (est. date)

SCOPE OF WORK

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

Through this Maintenance Services Contract, the District wishes to have the Well Contractor (with C-57 License) mobilize in less than 72 hours and perform work as requested by the District. The Contractor shall furnish all material, labor, equipment, and supervision to perform the maintenance and repair. The Contractor shall perform such work in a thorough and professional manner.

The contractor shall secure the well site and its equipment at all times throughout the duration of work. Some services may include, but are not limited to, repair, removal, installation, rehabilitation, replacement of well pumps, motors, well columns, base plates, lube assembly, etc., and the furnishing of parts and labor in conjunction with such work. All work and general conditions shall be performed in accordance with the current Standard Specifications for Public Works Construction and the District's Standard Drawings. The Contractor is also responsible for discharging the treated water after rehabilitation of the well into an appropriate drainage system in a manner that complies with NPDES regulations and permits.

PROPOSAL REQUIREMENTS

Although the District requires no specific format, this section is intended to provide guidelines to the firm regarding features that the District will look for and expect to be included in the proposal.

1. Content & Format

The District requests that proposals submitted be organized and presented in a neat and logical format and are relevant to these services. The Firms proposals shall be clear, accurate and comprehensive. Excessive or irrelevant material will not be favorably received.

Proposals should include the following:

- Transmittal/offer letter signed by an individual authorized to act on behalf of the Firm.
- Page numbering.
- Index/Table of Contents.
- Statement of Qualifications, Experience, and a minimum of 3 Public Agency References.
- Brief resumes of key staff.
- Team Organization.
- Completion of the cost and billing schedules of current hourly billing rates for each of the specialized skills, materials, and support services, (please see Attachment "A").

2. Team Organization

The purpose of this section is to describe the organization of the project team including subcontractor and key staff. A project manager shall be named who shall be the prime contact and be responsible for coordinating all activities with the District. An organization diagram shall be submitted showing all key team members and illustrating the relationship between the District, the project manager, key staff, and subcontractor. There also should be a brief description of the role and responsibilities of all key staff and subcontractor identified in the team organization.

3. Statement of Qualifications

The information provided in this section should describe the qualifications of the firm and key staff in performing projects within the past five years that are similar in scope and size to demonstrate competence to perform these services. The projects listed should be those that the key staff named for this project were responsible for performing. Information shall include:

- Names of key staff that participated on named projects and their specific responsibilities.
- The client's name, contact person, addresses, and telephone numbers.
- A brief description of type and extent of services provided.
- Completion dates (estimated, if not yet completed).
- Total costs of the projects.
- The Firm shall maintain an office staffed with qualified technical and field personnel.
- The Firm shall provide a list of rigs, equipment, etc., owned by the Firm and available to do this work.

There should be included in the section brief resumes of key personnel who will provide these services demonstrating their qualifications and experience. Resumes should highlight education, relevant experience, licenses, and specific responsibilities for services described.

4. Fee Proposal

All Firms shall provide complete cost and billing schedules of current hourly billing rates for each of the specialized skills, materials, and support services in Attachment "B".

A work program together with a breakdown of labor hours by employee billing classification together with the cost of non-labor and sub-contractor services shall be included with the fee proposal. The labor breakdown shall be compiled based upon a listing of work tasks that correlates with the Firms defined scope of work for the project proposal. This information will be used by the District staff to evaluate the reasonableness of the fee proposal and may be used in negotiating the final fee

amounts for the contract agreement.

The Firms will be ranked and the District shall select the one or two top ranked Firms, at the sole discretion of the District, and enter into contracts for the on-call, as-needed services described above.

The District will negotiate the final fee with the top ranked Firm(s).

Reimbursable expenses shall not be allowed unless negotiated prior to a contract.

Price escalations during the contract term are disfavored and will not be allowed unless negotiated prior to execution of contract.

The Firm shall prepare progress billings, reflective of the project schedule and the scope of work completed, by line item and description.

GENERAL REQUIREMENTS

1. Proposals

Proposals must be submitted on blank forms prepared and furnished with this Request for Proposals, for that purpose. Contractors may obtain copies of the specifications through the District's Planet Bids (PB) electronic bidding system. Only proposals submitted in electronic format through the District's PB site will be accepted.

2. Prevailing Wages

Contractors on this Work will be required to comply with the President's Executive Order No. 11246 (Equal Employment Opportunity Clause) as amended, California Government Code Section 12900 et. seq., California Labor Code Section 177.6 and implementing regulations concerning equal opportunity for Apprentices.

The Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general rate for holiday and over-time work in the locality in which the work is to be performed for each craft or type of workmen needed to execute the Contract of Work as hereinafter set forth (see Labor Code 1770 et. seq., effective January 1, 1977). Copies of the rates are available online at <http://www.dir.ca.gov/oprl>. The successful Contractor shall provide a copy of such determinations to each crew working on this maintenance contract. Attention is called to the fact that not less than the minimum salaries and wages shall be paid on these Projects by all Contractors and Subcontractors.

Pursuant to Section 1740 of the California Labor Code, contractors are notified that the said wage rates shall be subject to modification to comply with revisions in Federal Minimum Wage schedules without necessity of republication.

3. Department of Industrial Relations Compliance

West Valley Water District requires all contractors/vendors to be registered with the State of California Department of Industrial Relations (DIR). This provision applies to all public works contracts in excess of \$15,000 or more. *Public Works* is defined as “construction, alteration, demolition and installation, or repair work (including maintenance) performed under a contract utilizing public funds.” **All bidders or contractors must provide proof of registration with the DIR in their proposals or the bid will be rejected.**

4. Workers Compensation Clause

The Contractor and its Subcontractor(s) shall comply with the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code.

5. Payment

Payments will be made to the Contractor in accordance with the provisions of the specifications and on itemized estimates duly certified by the Contractor and approved by the District. Payment shall not be made more often than once each thirty (30) days.

6. Award and Execution

The award of contract, if made, will be made within thirty (30) calendar days from the date of the bid opening.

The Contractor shall execute the Agreement within fifteen (15) days from the date of the Notice of Award.

The Contractor shall receive the Notice to Proceed within ten (10) days from the date of the execution of the Agreement by the District and shall commence the maintenance work 10 days from the date of the Notice to Proceed. If at any time the Contractor fails to perform the scheduled work, the District shall be notified in writing of the reason why the work was not performed and an alternate date scheduled with the District’s Maintenance Supervisor. If the Contractor fails to perform the scheduled maintenance for more than thirty days, they will be notified in writing of the District’s intent to terminate the contract.

The District hereby reserves the right to reject any and all proposals or to waive any irregularity. No bidder may withdraw his bid and the bid is to remain firm for a period of ninety (90) days after bid opening.

7. Contractual Documents

Contractual Documents, including specifications, may be downloaded through the

District's Planet Bids (PB) System.

EVALUATION PROCESS AND SELECTION CRITERIA

The District's evaluation and selection process is based upon Qualifications Based Selection (QBS) for professional services. The following criteria will be used in evaluating the proposals using a point value system (100 points) based upon the weighting indicated below:

1. Qualifications and experience of the project manager and other key individuals. (10 points)
2. Capability to perform necessary tasks, resolve problems, warranty, safety records, timeliness of repairs, and maintain a full service shop with all necessary equipment required for well rehabilitation and treatment projects. (25 points)
3. Results of reference checks. (5 points)
4. Quality of proposal including compliance with proposal requirements and ability of firm to supply correct parts. (10 points)
5. Rationality of firm's fee schedule. (50 points)

District staff will rank the responsive Firms and District staff will negotiate a contract with one or two top ranked Firms, at the sole discretion of the District. Should District staff be unable to negotiate a satisfactory contract with one or more of those Firms, the District staff will terminate negotiations and may continue the negotiation process with the next most qualified Firm in the order of their evaluation ranking until an agreement is reached with the number of Firms desired by the District.

Please refrain from making any verbal inquiries and requests for a formal debriefing related to the subject RFP until the West Valley Water District completes the ongoing contract process.

ATTACHMENTS

Attachment A – Billing Schedule and Hourly Rates

Attachment B – Sample Agreement

Attachment C – Insurance and Indemnification Requirements

ATTACHMENT A

Billing Schedule and Hourly Rates

Name of Firm: _____

Billing Schedules and Hourly Rates

APPLICABLE HOURLY RATES – WEEKDAYS

1.	General Pump Pulling and Installation	
	Mobilization & Demobilization	\$ LS*
	Two (2) men, rig, and service truck	\$ /hr
	Each additional employee	\$ /hr
2.	Well Rehabilitation	
	Mobilization & Demobilization	\$ LS*
3.	Well Repair – Well Tear Down & Inspection	
	Two (2) men comb. Rig service truck	\$ /hr
	Rebuild Bowl (Estimated hours:_____)	\$ /hr
4.	Well Cleanout Work	
	Cable tool method (wire brush)	\$ /hr
	Two (2) men comb. Rig service truck	
	Airlift method	
	Two (2) men, rig and service truck	\$ /hr
	Air compressor charge	\$ /hr
5.	Crane: 40-ton with two (2) men	\$ /hr
6.	Rotary Crane	
	One (1) man and hydraulic crane – 5-ton	\$ /hr
	One (1) man and hydraulic crane – 8-ton	\$ /hr
	One (1) man and rotary crane – 10-ton	\$ /hr
7.	Field & Technical Services	
	One (1) man and delivery truck	\$ /hr
	One (1) man and service truck	\$ /hr
	Two (2) men and service truck	\$ /hr
	Two (2) men and welding truck	\$ /hr
	Electrician	\$ /hr
	Engineering	\$ /hr
	Hydrologist	\$ /hr
8.	Shop Labor	
	General shop labor	\$ /hr
	Premium shop labor	\$ /hr
	Machine shop labor	\$ /hr

	Metal spray labor	\$	/hr
	Welding shop labor	\$	/hr
9.	Closed Circuit Well Television with DVD copies	\$	LS*
10.	Wire brush, Bail Well, or Swab rental	\$	/hr
11.	NPDES Compliance (Baker Tanks, Neutralizing Equip., Lab Fees, Fabrication)	\$	LS*

*LS = Lump Sum

EXHIBIT B



159 N. ACACIA STREET * SAN DIMAS, CA 91773

PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215

www.genpump.com

WELL & PUMP SERVICE SINCE 1952

Lic. #496765

Serving Southern California and Central Coast

Request for Proposal

As-Needed Services for Well & Booster Maintenance and Repairs 2021

March 22, 2021 @ 5:00 PM

Prepared by

**Tom Nanchy
Sr. Project Manager / Project Engineer
General Pump Company, Inc.**

For The

West Valley Water District

**855 West Baseline Road
Rialto, CA 92376**



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WELL & PUMP SERVICE SINCE 1952

Lic. #496765

Serving Southern California and Central Coast

West Valley Water District
855 W. Baseline Road
Rialto, California 92377

March 22, 2021

Subject: Cover Letter: As-Needed Services for Well and Booster Maintenance and Repair

General Pump Company, Inc.(GPC) is pleased to provide our proposal for the referenced program. This cover letter is intended to provide a summation of our qualifications and clarifications associated with our proposal and capabilities for this project.

GPC has been in business for 69 years and is specifically located in San Dimas and Camarillo, California. It is now and has always been our business practice to fully comply with all applicable State and Federal Reporting requirements regarding our employee's safety, employment reporting, and customer focus. Note that GPC does not drill wells. We have a number of employees that have significant well drilling experience; however, we decided many years ago to be the premium well and pump maintenance service business and focus 100% of our experience on being the industry leader for well and pump maintenance.

In addition to the minimum requirements of the RFP, GPC maintains the highest Safety Rating for our Industry is the ONLY well and pump service company to be selected by the Oil Refineries based on our Safety Program and Ratings.

GPC has more in-house "Maintenance Contracts" associated with well and pump services than all our competition combined. Many of the Maintenance programs continue to be extended year after year because of our focused performance on efficiency of well and pumps and our in-house knowledge and experience that allows us to design specific rehabilitation or maintenance services based on a variety of conditions that may face specific issues within wells and pumps or controls. We can provide references to these facts if requested.

We have included forms and documents in this proposal that reflect our commitment to be the industry leader related to well and pumps maintenance and service.

Both of our facilities in California have in-house engineering and machining services and GPC manufactures our own pumps and equipment. We are the ONLY pump service company that disassembles all customer pumps and/or all new pumps and inspects 100% of them before they are re-assembled and installed in a system or well. Our Quality Control provides us the ability to correct issues before they are realized in the system.



Additional Information:

1. General Pump Company Inc has been in the water well and pump service business since 1952. Our business focuses on the pump and well maintenance portion of the industry and we do not drill wells.
2. Several of our Project Manager also have Engineering Degrees or Professional Geologist Licenses. The Project Manager assigned to this project would be Tom Nanchy who has the required certifications for Pump Installer and OSHA Training
3. We have included a copy of our C-57 Licenses.
4. The Project Manager team assigned to this project maintains an OSHA and HAZWOPPER certificate of training and copies are provided.
5. Tom Nanchy maintains his NGWA Certification as a Certified Pump Installer and copies are provided.
6. GPC is following the State of California Cal/OSHA regulations and maintain our Illness Prevention Program

If you have any questions or need additional information, please do not hesitate to contact us.

Thank you and we look forward to continuing working with the West Valley Water District in the very near future.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tom Nanchy', is written over the printed name and title.

Tom Nanchy
Sr. Project Manager

GENERAL PUMP COMPANY, INC.

Name of Firm: General Pump Company, Inc.

Billing Schedules and Hourly Rates

APPLICABLE HOURLY RATES – WEEKDAYS

1.	General Pump Pulling and Installation		
	Mobilization & Demobilization	\$ 200	LS*
	Two (2) men, rig, and service truck	\$ 260	/hr
	Each additional employee	\$ 75	/hr
2.	Well Rehabilitation		
	Mobilization & Demobilization	\$ 200	LS*
3.	Well Repair – Well Tear Down & Inspection		
	Two (2) men comb. Rig service truck	\$ 260	/hr
	Rebuild Bowl (Estimated hours: <u>30</u>)	\$ 90	/hr
4.	Well Cleanout Work		
	Cable tool method (wire brush)	\$ 260	/hr
	Two (2) men comb. Rig service truck		
	Airlift method		
	Two (2) men, rig and service truck	\$ 260	/hr
	Air compressor charge	\$ 21	/hr
5.	Crane: 40-ton with two (2) men	\$ 290	/hr
6.	Rotary Crane		
	One (1) man and hydraulic crane – 5-ton	\$ 90	/hr
	One (1) man and hydraulic crane – 8-ton	\$ 95	/hr
	One (1) man and rotary crane – 10-ton	\$ 170	/hr
7.	Field & Technical Services		
	One (1) man and delivery truck	\$ 50	/hr
	One (1) man and service truck	\$ 140	/hr
	Two (2) men and service truck	\$ 215	/hr
	Two (2) men and welding truck	\$ 215	/hr
	Electrician	\$ 140	/hr
	Engineering	\$ 10	/hr
	Hydrologist	\$ 10	/hr
8.	Shop Labor		
	General shop labor	\$ 85	/hr
	Premium shop labor	\$ 90	/hr
	Machine shop labor	\$ 90	/hr

	Metal spray labor	\$ 60	/hr
	Welding shop labor	\$ 90	/hr
9.	Closed Circuit Well Television with DVD copies	\$ 1,000	LS*
10.	Wire brush, Bail Well, or Swab rental	\$ 260	/hr
11.	NPDES Compliance (Baker Tanks, Neutralizing Equip., Lab Fees, Fabrication)	\$ 2,500	LS*

*LS = Lump Sum



QUALIFICATIONS, EXPERIENCE, AND UNDERSTANDING OF THE PROJECT

CAPABILITIES

General Pump Company, Inc. is a Professional Well Redevelopment and Pump Equipment contractor located in San Dimas and Camarillo, California. The Engineering staff, field support and service crews, and office support staff are 100% dedicated to well evaluation and rehabilitation, and pump equipment evaluation and services.

The technical staff at General Pump Company, Inc. has worked in almost every aspect of the well and pump industries. This diverse experience provided us with unique qualifications to serve our customers and provide them with solution-oriented approaches to get their system back into operation. Our engineers and Hydrogeologist have all worked in the drilling and design segment of the water, and/or oil and gas industries, and many of our shop and support technicians have worked for major pump manufactures.

General Pump Company, Inc. employs only experienced Engineers, Hydrogeologist and Technical Field Personnel that can offer Customers assistance in the following areas:

- Assess Well Yields to Minimize Operating and Maintenance Costs
- Determine the Efficiency of Production and ASR Wells and Pumps
- Engineered Pump and Well Equipment
- Pump Facility Design and Construction / Booster Facility Design and Construction
- Pipeline Design and Construction
- Appropriate Mechanical and Chemical Redevelopment
- Periodic Monitor and Maintenance Programs
- Water Quality and Production Solutions / Well System Optimization
- Engineered Pump Suctions
- Pump and Motor Repair / Custom Pump Design and Machining
- Electrical, SCADA and Transducer Support
- Casing Repair and Swedging
- Video and Geophysical Logging Support

General Pump Company, Inc., an Engineering Service Company, is dedicated to supporting the ongoing needs of the Water Industry, and committed to providing:

- Solution-oriented engineering using problem-solving techniques by degreed Engineers with diverse well system and groundwater experience, and pump application engineers from major pump manufacturing companies.
- Full-time machine shop, staffed with experienced personnel capable of building and repairing standard and custom pump equipment and specialty products.
- Self-contained chemical trailers to include safety support and operational controls.
- Trained and certified operators for periodic monitoring and maintenance programs.
- In-house training facility and training programs for customers and our own personnel.
- Strong project and construction management for any size project.
- Instant communications with cellular radio/phones for all staff, engineering, technical, field and shop personnel, resulting in better services at a reduced risk and overall cost.
- Modern, safe and reliable equipment with the **Only Telescoping Well Rigs with Spudders** in the industry which are required for effective redevelopment of wells in pump houses.



SAFETY

Safety is paramount when men and equipment are involved. A good safety record is important along with adequate insurance and bonding. General Pump Company, Inc. has the best safety record in Southern California for the water well and pump rehabilitation business. Over the past years, General Pump Company, Inc. has had minimal loss of time for work related injuries

ANNUAL CONTRACTS

Award of an Annual Contract is a great honor and to have an Annual Contract renewed year after year is the greatest complement to a service company. It proves that the contractor has met or exceeded the customers' set goals and expectations. General Pump Company, Inc. has been selected by over 45 cities in Southern California to maintain their well and pumping systems. We have more Annual Contracts with cities than all our competitors combined. Additionally, General Pump Company, Inc. is the primary contractor or sole-source contractor for 15 private utilities and water districts. Most of these are multi-year contracts having been renewed several times over.

MACHINE SHOP CAPABILITIES

General Pump Company, Inc. is the only well and pump Service Company in Southern California that builds 100% of our bowl assemblies. This level of expertise, along with our in-house machining, allows us to supply or repair with a greater level of knowledge that your pump equipment will be reliable and efficient.

Our repair and fabrication facility maintains the most complete line of lathes, welding and associated machining tools.

General Pump Company, Inc. has an expansive repair and fabrication facility. This facility has proven to be invaluable during our 69 years of business, since many pump and motor repairs require a strong interface between machining, welding and electrical support in order to be completed. We have three major groups within our repair and fabrication facility that allow us to serve your needs in a variety of ways:

- **Fabrication and Machining:** Including lathes, milling machines, grinders, balancing machines, flame welding, gas and electric welding, heli-arc, etc. We perform welding on steel, aluminum, brass, cast iron, resurfacing, and custom work.

We repair all types of pumps by all manufacturers in our facility up to approximately 24-inch impeller diameter for single and multi-stage Horizontal Pumps and 30-inch diameter for Vertical Turbine Pumps.

- **Assembly:** In general, the pumps we supply are designed and manufactured by General Pump Company at one of our Engineering Service Centers. Assembly of pumps assures the highest quality product, with the assurance that it is built correctly and will meet the design criteria specified.
- **Field Services:** This service has helped us establish ourselves as well and pump problem solvers since many operational problems can be traced to poor installation practices. Having the proper diagnostic equipment and knowing how to use it distinguishes us as "The Leader in Well and Pump Services".



MACHINE SHOP CAPABILITIES (Continued)

Precision Alignment - We've invested in the latest Precision Alignment technology and have established a growing list of customers who use us for these services.

Removal, Installation, Mechanical and Startup - We perform field-testing, removal, installation and machining services to offer a turnkey pump service.

General Pump Company, Inc. can provide you with high quality workmanship to meet your water supply needs. Our highly skilled employees can also perform repairs on many types of well and booster pumps.

Pump Repair

Booster
End Suction
Horizontal Split Case
Vertical Turbine
Right-Angle Drive

Machine Shop

Shaft Manufactured:

Pumps & Motors, Precision
Straightening, Electrical Motors

Sleeves Made:

Bronze, Mild Steel, Stainless
Steel

Threads and Tapping

Impeller Rebuilding

Balancing, Trimmed
Eyes & Flanges

Mechanical Seals

Re-Machine Seat, High
Pressure, High
High Temperature

Electric Motors

New & Overhauled, Rewound,
Balanced, Custom Bases,
Shaft Repaired Upgrades

EQUIPMENT AND FIELD SERVICE

General Pump Company, Inc. maintains a full service machine shop, clean and safe rigs and cranes are a minimum requirement for reliability, quality workmanship and safety.

General Pump Company, Inc. has several trucks fully loaded with essential equipment to handle many urgent repairs in the field. Our well and pump service crews are always ready and willing to assist your Water Utility with making a repair to keep your well and booster facilities running. Just let us know and we will be on the way, ready to provide you with the highest quality service available.

General Pump Company, Inc. has the newest fleet of rigs and equipment in Southern California. Maintenance and repairs are made at our San Dimas and Camarillo Facilities to make sure our field operations can safely and efficiently respond to our customer's needs. Below are the benefits to our customers.

- Reliable work - In water emergencies, it is important that this large equipment is ready to respond without breakdowns.
- Safety - Our new equipment is not likely to malfunction resulting in major damage or possible injuries.
- The most up-to-date equipment to assemble the Customers' pumps.

General Pump Company, Inc. has the only telescoping pump rigs in Southern California.



General Pump Company, Inc. has chemical treatment equipment with fully operational safety equipment that includes eyewash and shower, along with other special redevelopment tools, which allow General Pump Company, Inc. to perform the most cost-effective cleaning to your wells.

-oOo-



KEY PERSONNEL

KEY PERSONNEL

MICHAEL G. BODART, PRESIDENT / DIRECTOR OF ENGINEERING

Academic Background	University of Missouri - Bachelor of Science in Civil Engineering Post Graduate C.E. Courses in Geohydrology, University of Southern California
Certifications	1999-Byron Jackson Training Certificate 1998-Grade 1 & 2 Distribution and Treatment Certificates 1998-Engineering "A" License 1995-Dale Carnegie Course 1995-Mackay Pump Rehabilitation Certificate 1992-Golden State Pump Technical Training Certificate 1990-Completed Graduate C.E. Courses in Geohydrology at U.S.C. 1986-Layne & Bowler Pump School Certification 1986-Baroid 1-week Drilling Fluid Technology Course Certification 1985-National Water Works Correspondence Course Certification
Professional Present Experience	<u>General Pump Company, Inc.</u> - President / Director of Engineering - 1993- <u>Layne Western</u> - Regional Engineering and Sales Manager (4 offices) <u>Federal Highway Administration</u> - Civil Engineer
Professional Presentations	Michael G. Bodart (Mike Bodart) is recognized as an expert in the field of pump engineering and well rehabilitation in southern California. He has been invited to speak for numerous professional water related associations and conventions. Has been speaking professionally for more than 34 years and has presented in nationally known associations such as AWWA, Tri-State, Southern California Water Utility Association, Inland Water Works Association, Groundwater Resources Association and Central Coast Water Association. In 1992, Mike was part of a selected six-person panel of engineers who met in Kansas City to assist in training nationwide engineers in the water well pump business.

THOMAS A. NANCHY, SR. PROJECT MANAGER / PROJECT ENGINEER

	2004-Byron Jackson Training Certificate 1989-Dale Carnegie Course 1992-Golden State Pump Technical Training Certificate 1986-Layne & Bowler Pump School Certification 1994-Baroid 1-week Drilling Fluid Technology Course Certification 1998-National Water Works Correspondence Course Certification 1994-Goulds Pump Course 2020-BNSF Safety Course
Professional Experience	Tom Nanchy, Sr. Project Manager, has been in the well and pump industry for over Forty (40) years. Throughout his professional career, he has been involved with hundreds of well rehabilitations and is highly regarded in the industry. His wide range of experience allows him to solve many difficult well and pump



issues and provide options. He has also spoken at many professional organizations throughout California with regards to well maintenance and well rehabilitations. Tom is AWWA certified pump installer and a certified pump installer for Large Water Systems (NGWA). He is factory trained and certified by Byron Jackson and Cla-Valve. Tom also holds a certificate with the Mine Safety and Health Administration (MSHA).

WALTER "RAY" REECE JR. BSBM-BSBA, GENERAL MANAGER

Professional Experience

Combined over 40 years of experience managing businesses providing well rehabilitation, maintenance, well drilling, coring, pump manufacturing, and investigative drilling in the environmental, mining, energy and water resource industries. Earned two Bachelor of Science degrees in Business Administration and Management including a Finance focus. Identified, developed and negotiated contracts with private, public and governmental agencies to safely and successfully provide well rehabilitation technologies, pump and motor maintenance, drilling and construction services for a variety of applications. Ray has devoted time to technological transfers of information by conducting industry related seminars and guest lecturing at High Schools, Colleges, Universities, SME, AWWA, and the California Nevada American Water Works Association (Cal-NV AWWA).

FERNANDO MUNOZ. OPERATIONS MANAGER

Professional Experience

Over 40 years' experience of quality control to ensure pumps are ready for installation, scheduling and management of shop and field production crews, and day-to-day management of those Company areas.

Certifications Grade 2 - Distribution Certificate
 Grade 2 - Water Treatment Operator

JAMES M. HINSON, SR. APPLICATION ENGINEER

Professional Experience

Over 40 years' experience of pump engineering. Conducts systems analyses, defines new and/or replacement hydraulic requirements, designs to procurement of materials.

LUIS A. BUSSO, P.G., SR. PROJECT GEOLOGIST

Professional Experience

Professional groundwater work for the past 14 years encompassing field monitoring and technical report writing for siting, geologic log analysis, design, construction, pump testing, water quality sampling, and rehabilitation of municipal-supply and irrigation-supply water wells. Combining geological and industry knowledge toward well project developments on behalf of water districts, cities, farmers, and other private owners within Central and Southern

California. He currently works alongside Ray Reece, at General Pump Company's Camarillo facility to design and implement pump and well solutions for the clients in the greater Santa Barbara and Ventura Counties.

Academic

Background University of California Santa Barbara – Bachelor of Science in Geologic Studies

MARK HAAS, PROJECT MANAGER

Professional

Background Professional background includes 18 years' experience within the well and pump industry. His experience includes Field Service Technician, AirBurst® Operations to include R & D for Frazier Industries and Bolt, Technologies for air gun operations and functionality and Certified Crane Operator.

MICHAEL R. GARCIA, PROJECT ENGINEER

Professional

Background Work alongside Project Manager to ensure progression and completion of pump projects. Review project specifications and prepare documents for engineered projects including as-built drawings and field crew instructions. Assist in project coordination and communication between field crews, vendors, and customers.

Academic

Background Loyola Marymount University, Los Angeles-Master of Science in Mechanical Engr.
University of Redlands, Redlands - Bachelor of Science in Physics

DANIEL J. PICHARDO, PROJECT ENGINEER

Professional

Background Coordinate with project managers, operations manager, and senior applications engineer for materials procurement for all existing projects. Communicate with vendors and customers for timely delivery. Maintain safety manuals for continued safety compliance.

Academic

Background Seattle University - Bachelor of Science, Civil Engineering, Mathematics Minor

J. ALFREDO ("FREDDY") RAMIREZ, PROJECT MANAGER

Professional

Background Professional background includes 23 years' experience within the well and pump industry. His experience includes designing complete pump assemblies, performing well rehabs, well destructions as well as welding. His wide range of experience allows him to have knowledge in multiple fields in the industry.



TEAM ORGANIZATION

Step 1: Calls for service are taken by one of our engineers. This step is important and based on the issue may require further field inspections, testing, evaluation of data (City and GPC), and a meeting with one of our experienced engineers.

Based on our evaluation, we will submit options for the City to consider. Each option requires a discussion of ***Risk, Benefit, and Cost***. As more information and test data becomes available, the course of action may change. Each change requires GPC's engineers to reevaluate and discuss options.

President/Director of Engineering (34 plus years' experience): General oversight of all GPC projects and project management team, and engineering.

Project Managers / Engineers (30-40 years' experience) (Outside): Meet with customers, prepare solutions and options, and evaluate system problems along with pump and well problems.

Project Managers / Engineers (5-15 years of experience) (Inside): Answer customer's technical questions, perform engineering, support outside project managers / engineers, and work closely with our field foremen, job plans and schedules.

Operation Manager (40 years of experience): General oversight of field and shop operations; includes quality control, technical assistance, and equipment allocations for projects.

Senior Pump Engineer (40 years of experience): Performs detailed engineering evaluations, pump inspections, and submits recommendations to project managers / engineers.

Professional Geologist (12 years of experience): Reviews well rehabilitation processes, down hole testing, and submits recommendations.

Field Technicians, Foremen, Electricians, Certified Welders, Certified Crane Operators, and 40-hour HAZMAT certified (10-30 years experience): Play an important role in the job planning, inspections, quality control, and solutions to the issues being discussed.

General Pump Company acquires only professional and experienced personnel to service our customers.



OTHER KEY FACTS ABOUT GENERAL PUMP COMPANY

Although General Pump Company has the largest list of City Contracts, we also have close relationships with many Cities, Water Districts, and private water companies.

Seminars – General Pump Company is responsible for giving out thousands of Continuing Education Units (CEUs). General Pump Company sponsors many of these classes and is also invited speakers for many water associations. Teaching our customers how to protect their greatest capital assets (water systems) is part of our programs to help Southern California Cities become more cost effective in their water operations.

Byron Jackson (Flowserve Corp) – Byron Jackson submersible pumps have a unique design that requires a high degree of understanding. General Pump Company is one of two companies that are certified to sell and service BJ pumps and motors. This equipment must be purchased by a local dealer. BJ pumps are manufactured by Flowserve Corporation. There are no equals to the construction of these heavy duty pumps and motors. BJ pumps have been used for City water systems in the U.S. for over 100 years. General Pump has been working with these pumps for over 60 years in Southern California. The City of South Pasadena utilizes Byron Jackson pumps.

Safety - Safety is paramount when men and equipment are involved. A good safety record is important along with adequate insurance and bonding. General Pump Company, Inc. has the best safety record in Southern California for the water well and pump rehabilitation business. Over the past seven years, General Pump Company, Inc. has had minimal loss of time for work related injuries.

Response Time - The location of a full service pump facility can play a large role in our ability to respond, but also can substantially decrease or increase the cost of a project due to the hours spent hauling equipment to and from your sites. In summary, a 20-mile further commute will typically add about 20% higher cost for all field work.

AirBurst® - AirBurst® Technology is recognized throughout the United States as being one of the most effective development tools that can be used for high capacity wells. When Frazier Industries looked to expand their process into Southern California, they decided to team up with General Pump Company. General Pump Company performs more than 98% of all AirBurst® procedures in Southern California. This process has successfully cleaned the Cities' wells for over ten (10) years.



QUALITY

THE "GENERAL PUMP" WAY

- ☐ Two (2) Pump Engineering Centers to better serve the Southern California region San Dimas and Camarillo – General Pump does not drill wells, therefore 100% of our 67 years of expertise has been dedicated to well and pump rehabilitation.
- ☐ More Annual Maintenance Contracts (with renewal option) than all of our competitors combined for the Southern California region.
- ☐ Key Management Personnel as well as Qualified Technical and Support Personnel.
- ☐ Maintains a full-service machine shop, clean and safe rigs and cranes which provides for reliability, quality workmanship and safety. Also utilizes specialized equipment for chemical treatments.
- ☐ Water Flush Pumps - Various cities and water districts operate this special type of pump. General Pump engineered the pump and uses proprietary parts, which are manufactured in our San Dimas Facility.
- ☐ Certified to sell and service Byron Jackson pumps and motors in Southern California.
- ☐ Competitive prices per our Published Rate Schedule. Discounted rates for all annual contracts. Engineering services are ***included*** in our rates. All repairs include a one-year warranty for ***workmanship, material, and Engineering.***
- ☐ Performs more than 98% of all AirBurst® procedures in Southern California. AirBurst® has successfully cleaned the Cities' wells without damaging the well screens.
- ☐ Utilizes a unique Well Profiling process to help solve well problems from sanding, lost production, and water quality issues. Our goal is to evaluate issues ***prior*** to pulling pump equipment.
- ☐ Responsible for giving out thousands of Continuing Education Units (CEUs) through our seminars.
- ☐ Best safety record in the industry.



Water Well Solutions

Water Well Solutions proudly represents "AirBurst® Technology" as an innovative water well rehabilitation technology. AirBurst® is a proven, comprehensive rehabilitation and development process for all types of water wells.

Water Well Solutions continues to be a leader in the well rehabilitation field. As an original AirBurst® licensee, we assisted in the initial development of the process, and continue to pursue innovative ways to enhance the technology. Our cutting edge approach has provided our clients with hundreds of successful applications (references available upon request).

Water Well Solutions is the authorized dealer for AirBurst® throughout the Midwest.

Water Well Solutions Illinois Division, LLC.
44W158 Keslinger Rd. Elburn, IL 60119
888-769-9009 • Fax 920-474-4771

Water Well Solutions Service Group, Inc.
N87 W36051 Mapleton St.
Oconomowoc, WI 53066
888-769-9009 • Fax 920-474-4771
www.WWSSG.com
E-mail: info@WWSSG.com



Water Well Solutions

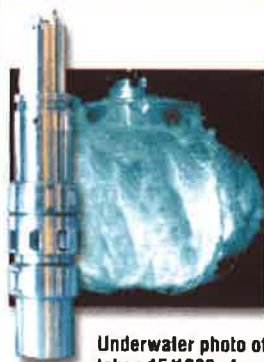
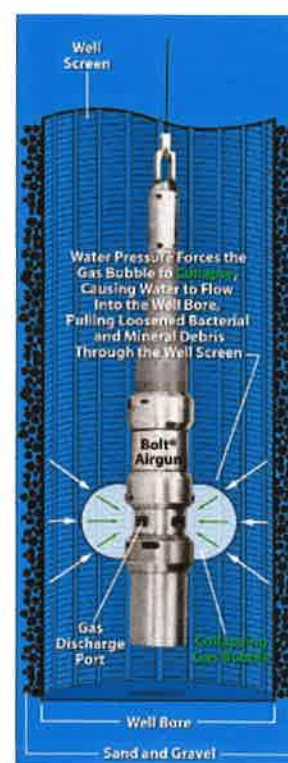
BI-PRODUCT – RESIDUALS – EXPLOSIVES FREE

AIRBURST®

Technology

**Your Exclusive and
Only Licensed AIRBURST® Provider
in Wisconsin and Northern Illinois!**

**The Powerful Rehabilitation and
Development Process for all Water Well Types.**



Underwater photo of Bolt Air Gun
taken 15/1000 of a second after firing

**NO CHEMICALS
NO EXPLOSIVES
ENVIRONMENTALLY
FRIENDLY**

**Compressed air or
inert gas** are the
sources of **AIRBURST®**
energy, providing an
effective and responsible
green alternative to
other methods.

MORE BANG FOR YOUR BUCK!

AIRBURST®

AirBurst is an All-American based technology and is a one of a kind patented process that uses high pressure air or inert gas to stimulate selected zones within the formation and generates high-energy pressure pulses in the well. This energy generates acoustic waves that break up and remove mineral scales, silts, sedimentation and bio-films from the bore hole wall or well screen. With the energy being released at 15/1000 of a second after firing, it generates an air bubble that expands and collapses inside the well. This provides a intense surging action that generates a mechanical cleaning of the well as the bubble expands and collapses. As the bubble collapse, it creates a negative pressure zone in the well that pulls in mineral and biological debris dislodged during the process for easy removal with a bailer.

AIRBURST® Advantages

A single AirBurst® air gun has numerous interchangeable firing chambers to assure you of a tailored fit in any well of any construction. We have 7 different air guns and 22 chambers available.

ONLY AirBurst® electronically and precisely controls the air gun energy discharge to allow dislodged debris to settle before the next burst occurs. Electronic firing puts the energy control in the hands of our technician. Only AirBurst® can deliver the exact number of bursts per foot at the desired pressure and at the exact location within the well.

AirBurst® gun ports are also designed to provide maximum energy release by maximizing port area and internal throat size to the ports. The energy range we have available is 2 grains of TNT to 910 grains (2 pounds). We have the right tools for the smallest and most fragile well to the big tools needed to develop rock wall wells. Precise pressure regulation allows the AirBurst® process to develop sustainable, controlled and exactly repeatable energy discharges to create a constant energy level to be maintained as the air gun is raised in the well and the hydrostatic pressure decreases. No guess work with AirBurst®.

No One Compares to the Power of AirBurst®:

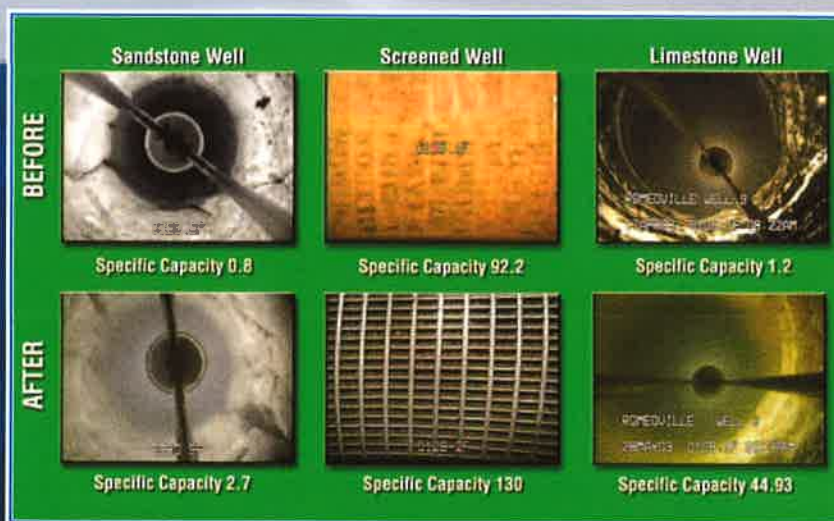
AirBurst® Model	5500LL	2800LL	1900LL&B	1500C
Chamber sizes (cu. in.)	1 – 40	20 – 120	20 – 200	500
Max Working Pressure (psi)	2,500	2,500	3,000	3,000
Pulse Frequency and Pressure	Operator Controlled	Operator Controlled	Operator Controlled	Operator Controlled
Max. Pulse Energy @ 3000psi.	27 grams TNT	68 grams TNT	109 grams TNT	273 grams TNT

Water Well Solutions Illinois Division, LLC.
44W158 Keslinger Rd. Elburn, IL 60119
888-769-9009 • Fax 920-474-4771

Water Well Solutions Service Group, Inc.
N87 W36051 Mapleton St., Oconomowoc, WI 53066
888-769-9009 • Fax 920-474-4771
www.WWSSG.com E-mail: info@WWSSG.com



Water Well Solutions





Drill & Press



Vertical Turret Lathe Machine



General Pump manufactures most of our parts, which reduces cost, saves time, and improves quality. A 60-year collection of spare parts. If one pump is obsolete, there is a good chance we can find what we need or make it. Customer's equipment is temporarily stored for your inspection.





We repair your shafts with special pneumatic tools.



A staff of five maintains our rigs and equipment to make sure our equipment is safe and reliable.



AirBurst® Equipment - A "Patented Process"



GPC is the only Southern California Pump Service Company to own and operate a CNC machine. Why? Higher quality parts, faster, and at a lower cost.



Welding & Fabrication Shop

Our "primary" pipe fitter/welder is a certified welder with over 30 years' experience.



Steam Cleaning



Sandblaster



Electrical



30 -Ton Truck



375 Compressor



500HP Diesel Engine



40-Ton Crane

Utility Truck



159 N. ACACIA STREET * SAN DIMAS, CA 91773

PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215

www.genpump.com

WELL & PUMP SERVICE SINCE 1952*Serving Southern California and Central Coast*

Lic. #496765

Well Preventative Maintenance Contracts

<u>Client References</u>	<u>Project</u>	<u>Work Description</u>	<u>Period</u>	<u>Project Cost</u>
City of Arcadia 240 W. Huntington Drive Arcadia, CA 91066 Contact: Tom Tait Ofc: 626-256-6554	Well & Booster Preventative Maintenance	Well & Booster Preventative Maintenance	Aug. 2019- Present	\$ 137,550.00
City of Glendora 116 E. Foothill Blvd. Glendora, CA 91740 Contact: Steve Patton Ofc: 626-914-8200	Well & Booster Maintenance	Well & Booster Preventative Maintenance	June 2017-December 2019	\$102,000.00
City of Santa Monica 1228 South Bundy Drive Los Angeles, CA 90025 Contact: Gary Rickinick Ofc: 310-458-8411	Water Well & Pump Maintenance	Water Well & Pump Maintenance	July 2018-July 2023	\$218,000.00
City of Orange 189 South Water Street Orange, CA 92866 Contact: Son Tran Ofc: 714-288-2497	Well Maintenance and Repairs	Well Maintenance and Repairs	July 2018-July 2021	\$1,224.160.00
City of Monterey Park 2657 N. Delta Avenue Rosemead, CA 91770 Contact: Ralph Martinez Ofc: 626-280-5552	Well & Booster Maintenance	Well & Booster Preventative Maintenance	Jan 2017. – Jan 2022	\$400,000.00
General Pump Company has more Annual Maintenance Contracts in Southern California than all our competitors combined.				



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CAMARILLO, CA 93010 * PHONE: (805) 482-1215

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WELL & PUMP SERVICE SINCE 1952

Lic. #496765

*Serving Southern California and Central Coast***Similar Well and Pump Rehab Projects**

<u>Client References</u>	<u>Project</u>	<u>Work Description</u>	<u>Period</u>	<u>Project Cost</u>
City of Colton 160 South 10 th Street Colton, CA 92324 Contact: Mike Cory Ofc: 909-370-6101	Well 31	Well Rehabilitation	Jan - April 2020	\$126,324
City of Ontario 1425 South Bon View Ontario, CA 91762 Contact: Chris Bonadurer Ofc: 909-395-2696	Well 43	Well Rehabilitation	Nov 2019- April 2020	\$119,560
City of South Gate 8650 California Ave South Gate, CA 90280 Contact: Ana Ananda Ofc: 323-563-9500	Well 28	Well Rehabilitation	Oct - Dec 2019	\$192,120
City of Orange 189 South Water Street Orange, CA 92866 Contact: Son Tran Ofc: 714-288-2497	Well 20	Well & Pump Rehab	Sept – Oct 2019	\$131,000
Western Municipal WD 14205 Meridian Pkwy Riverside, CA 92518 Contact: Fakhri Manghi Ofc: 951-571-7290	Arlington Desalter Well 1	Well & Pump Rehab	Feb- June 2019	\$188,807
City of Anaheim 909 East Vermont Ave Anaheim, CA 92805 Contact: Mark Adams Ofc: 714-765-4311	Well 41	Well Redevelopment; Pump Rehab	March 2018- June 2019	\$164,894
Elsinore Valley WD 31315 Chaney Street Lake Elsinore, CA 92530 Contact: John Manhard Ofc: 915-674-3146	Summerly Well	Well & Pump Rehab	July 2018- June 2019	\$341,882
Additional References Available Upon Request				

Section 4 – (22)



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **496765** Entity **CORP**
Business Name **GENERAL PUMP COMPANY INC**

Classification(s) **C57 C61/D21 A**

Expiration Date **08/31/2022**

www.csib.ca.gov





APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Renewal

Period: July 1, 2019 – June 30, 2022

Contractor Information

Contractor Name: GENERAL PUMP COMPANY, INC.

Trade Name:

License Type Number: 1000002769

Contractor Physical Address

Physical Business Country: United States of America

Physical Business Address: 159 N. ACACIA ST.

Physical Business City/ Province: SAN DIMAS

Physical Business State: CA

Physical Business Postal Code: 91773

Contractor Mailing Address

Mailing Business Country:

Mailing Business Address:

Mailing Business City/ Province:

Mailing Business State:

Mailing Business Postal Code:

Contact Info

Daytime Phone:

Mobile Phone:

Daytime Phone Ext.:

Business Email: gcampbell@genpump.com

Applicant's Email: asantacruz@genpump.com

Workers' Compensation

Professional Employer Organization (PEO)

Do you lease employees through Professional Employer Organization? No

Workers' Compensation Overview

Insured by carrier

Carrier: TRAVELERS PROPERTY
CASUALTY INSURANCE
COMPANY

Inception Date: June 1, 2017

Policyholder Name: GENERAL PUMP COMPANY,
INC.

Expiration Date: May 30, 2018

Policy Number: PJUB-5946N79-9-16

Certification

- Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award
- Yes I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.
- Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.

I understand refunds are not authorized

I, Allison Santa Cruz, the undersigned, am , GENERAL PUMP COMPANY, INC. with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 5/24/2019 8:51:18 AM

Legal Entity Information

Legal Entity Type: Corporation

Name: GENERAL PUMP COMPANY, INC.

Risk Summary Report**Bureau Number:** 1-34-56-34**Date Created:** April 20, 2020**Risk's Primary Name and Mailing Address:**

GENERAL PUMP CO INC
159 NORTH ACACIA STREET
SAN DIMAS, CA 91773-0000

Experience Modification(s) -- last 10 years:			
Rating Year	X-Mod	X-Mod Status	Rerate
2020	78	Published	0
2019	55	Published	0
2018	58	Published	0
2017	59	Published	0
2016	62	Published	0
2015	63	Published	0
2014	65	Published	0
2013	64	Published	0
2012	72	Published	0
2011	70	Published	0

Classification developing the most payroll during current Experience Period

Class Code	Inspected	Description
3612	Yes	Pump/Hydraulic Apparatus Mfg/Repair

WCIRB Assigned Classification(s):

Class Code	Suffix	Inspected	Description
3612	00	Yes	Pump/Hydraulic Apparatus Mfg/Repair
3724	01	Yes	Millwright Work
8742	00	Yes	Salespersons-Outside
8810	00	Yes	Clerical Office Employees

Additional Names on current policies

GENERAL PUMP CO INC

Cal/OSHA Form 300A (Rev. 7/2007)

Appendix B

Annual Summary of Work-Related Injuries and Illnesses

Year 20 17
 Department of Industrial Relations
 Division of Occupational Safety & Health

All establishments covered by CCR Title 8 Section 14300 must complete this Annual Summary, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the Cal/OSHA Form 300 in its entirety. They also have limited access to the Cal/OSHA Form 301 or its equivalent. See CCR Title 8 Section 14300.35, in Cal/OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>0</u>
(K)	(L)

Injury and Illness Types

Total number of ... (M)			
(1) Injuries	<u>0</u>	(4) Poisonings	<u>0</u>
(2) Skin disorders	<u>0</u>	(5) Hearing loss	<u>0</u>
(3) Respiratory conditions	<u>0</u>	(6) All other illnesses	<u>0</u>

Post this Annual Summary from February 1 to April 30 of the year following the year covered by the form.

Establishment information

Your establishment name General Pump Company, Inc.

Street 159 N Acacia St.

City San Dimas State CA ZIP 91773

Industry description (e.g., *Manufacture of motor truck trailers*)
Water Well Services & Maintenance

Standard Industrial Classification (SIC), if known (e.g., *SIC 3715*)
1 7 8 1

Employment information (If you don't have these figures, use the optional Worksheet to estimate.)

Annual average number of employees 53

Total hours worked by all employees last year 119,815

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature] Administrator

Company executive (909) 599-9686 Title

Phone Date 01/15/18

f

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Section 4 (27)

Year 20 1 8

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	1	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
35	172
(K)	(L)

Injury and Illness Types

Total number of ... (M)			
(1) Injuries	2	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name General Pump Company, Inc.

Street 159 N Acacia St

City San Dimas State CA ZIP 91773

Industry description (e.g., Manufacture of motor truck trailers)
Ware Well Services & Maintenance

Standard Industrial Classification (SIC), if known (e.g., 3715)

1 7 8 1

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 54

Total hours worked by all employees last year 126,732

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Trig R. Bumbell

Company executive

(909) 599-9606

Phone

Controller

Title

01/29/19

Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Figure 1 shows two horizontal number lines. The left number line is labeled '0 (K)' and has a tick mark at 0. The right number line is labeled '0 (L)' and has a tick mark at 0.

Injury and Illness Types

Total number of...			
(M)			
(1) Injury	<u>0</u>	(4) Poisoning	<u>0</u>
(2) Skin Disorder	<u>0</u>	(5) Hearing Loss	<u>0</u>
(3) Respiratory Condition	<u>0</u>	(6) All Other Illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave., N.W., Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name GENERAL PUMP COMPANY, INC.

Street 159 N ACACIA ST

City SAN DIMAS State CA Zip 91773

Industry description (e.g., Manufacture of motor truck trailers)
WATER WELL SERVICE AND MAINTENANCE

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

1 7 8 1

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

Annual average number of employees	49
------------------------------------	----

Total hours worked by all employees last year	119,605
---	---------

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

GINGER R CAMPBELL
Company executive

CONTROLLER

909-599-9606, EXT 100

1/31/2020
Date

Section 4 (29)

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1215-0178

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>1</u>	<u>1</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>8</u>	<u>124</u>
(K)	(L)

Injury and Illness Types

Total number of...
(M)

(1) Injury	<u>2</u>	(4) Poisoning	<u>0</u>
(2) Skin Disorder	<u>0</u>	(5) Hearing Loss	<u>0</u>
(3) Respiratory Condition	<u>0</u>	(6) All Other Illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name GENERAL PUMP COMPANY, INC.Street 159 N ACACIA STCity SAN DIMAS State CA Zip 91773

Industry description (e.g., Manufacture of motor truck trailers)

WATER WELL SERVICE AND MAINTENANCE

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

1 7 8 1

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment Information

Annual average number of employees 51Total hours worked by all employees last year 119,527

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

ALLISON SANTA CRUZ
Company executive

ADMINISTRATOR
Title

909-598-9608
Phone

2/1/2021
Date

EXHIBIT C

RFP: As-needed Pump Services

Joanne Chan, Joe Schaack &

Proposer: General Pump Company, Inc.Evaluators: Sergio Granda

Topics	Points Allowed	Points Awarded	Comments
Qualifications and Experience	10%		
Primary objectives addressed	0-4	4	
Forms Completed	0-3	3	
Experience/Resumes provided	0-3	3	
Total		10	
Capability	25%		
Length of Service more than 5 years	0-3	3	
Length of Service more than 10 years	0-4	4	
Current Government Contracts	0-3	3	
24 Hour Emergency	0-3	3	
Response Times	0-5	5	
Assigned Project Manager	0-4	4	
Subcontractor Work	0-3	3	
Total		25	
References	5%		
References Provided	0-2	2	
Evaluation of References	0-3	3	
Total		5	
Compliance/Completeness	10%		
Perform Necessary Tasks	0-3	3	
Warranty	0-2	2	
Timeliness of Repairs	0-3	3	
Full Service Shop with All Equipment	0-2	2	
Total		10	
Budget	50%		
Appropriate Price for Scope of Services	0-25	25	
Total Price Cost Provided for completion	0-25	25	
Total		50	
TOTAL PROPOSAL POINTS AWARDED:		100	

RFP: As-needed Pump Services

Joanne Chan, Joe Schaack &

Proposer: Layne Christensen CompanyEvaluators: Sergio Granda

Topics	Points Allowed	Points Awarded	Comments
Qualifications and Experience	10%		
Primary objectives addressed	0-4	4	
Forms Completed	0-3	3	
Experience/Resumes provided	0-3	3	
Total		10	
Capability	25%		
Length of Service more than 5 years	0-3	3	
Length of Service more than 10 years	0-4	4	
Current Government Contracts	0-3	3	
24 Hour Emergency	0-3	3	
Response Times	0-5	5	
Assigned Project Manager	0-4	4	
Subcontractor Work	0-3	3	
Total		25	
References	5%		
References Provided	0-2	2	
Evaluation of References	0-3	3	
Total		5	
Compliance/Completeness	10%		
Perform Necessary Tasks	0-3	3	
Warranty	0-2	2	
Timeliness of Repairs	0-3	3	
Full Service Shop with All Equipment	0-2	2	
Total		10	
Budget	50%		
Appropriate Price for Scope of Services	0-25	20	
Total Price Cost Provided for completion	0-25	20	
Total		40	
TOTAL PROPOSAL POINTS AWARDED:		90	

RFP: As-needed Pump Services

Joanne Chan, Joe Schaack &

Proposer: Weber Water Resources CA LLCEvaluators: Sergio Granda

Topics	Points Allowed	Points Awarded	Comments
Qualifications and Experience	10%		
Primary objectives addressed	0-4	4	
Forms Completed	0-3	3	
Experience/Resumes provided	0-3	3	
Total		10	
Capability	25%		
Length of Service more than 5 years	0-3	3	
Length of Service more than 10 years	0-4	4	
Current Government Contracts	0-3	3	
24 Hour Emergency	0-3	3	
Response Times	0-5	5	
Assigned Project Manager	0-4	4	
Subcontractor Work	0-3	3	
Total		25	
References	5%		
References Provided	0-2	2	
Evaluation of References	0-3	2	
Total		4	
Compliance/Completeness	10%		
Perform Necessary Tasks	0-3	3	
Warranty	0-2	2	
Timeliness of Repairs	0-3	3	
Full Service Shop with All Equipment	0-2	2	
Total		10	
Budget	50%		
Appropriate Price for Scope of Services	0-25	20	
Total Price Cost Provided for completion	0-25	20	
Total		40	
TOTAL PROPOSAL POINTS AWARDED:		89	

RFP: As-needed Pump Services

Joanne Chan, Joe Schaack &

Proposer: Well Tec. ServicesEvaluators: Sergio Granda

Topics	Points Allowed	Points Awarded	Comments
Qualifications and Experience	10%		
Primary objectives addressed	0-4	4	
Forms Completed	0-3	3	
Experience/Resumes provided	0-3	2	
Total		9	
Capability	25%		
Length of Service more than 5 years	0-3	2	
Length of Service more than 10 years	0-4	3	
Current Government Contracts	0-3	3	
24 Hour Emergency	0-3	3	
Response Times	0-5	4	
Assigned Project Manager	0-4	3	
Subcontractor Work	0-3	3	
Total		21	
References	5%		
References Provided	0-2	2	
Evaluation of References	0-3	3	
Total		5	
Compliance/Completeness	10%		
Perform Necessary Tasks	0-3	3	
Warranty	0-2	2	
Timeliness of Repairs	0-3	3	
Full Service Shop with All Equipment	0-2	2	
Total		10	
Budget	50%		
Appropriate Price for Scope of Services	0-25	20	
Total Price Cost Provided for completion	0-25	20	
Total		40	
TOTAL PROPOSAL POINTS AWARDED:		85	

DATE: May 6, 2021

MOTION:

Agenda

		Motion	2nd	Aye	Nay	Abstain
Director	Dr. Michael Taylor			✓		
Director	Greg Young			✓		
Director	Dr. Clifford Young, Sr.	✓		✓		
Vice President	Kyle Crowther		✓	✓		
President	Channing Hawkins			✓		

MOTION:

consent item no. 1-10

		Motion	2nd	Aye	Nay	Abstain
Director	Dr. Michael Taylor	✓		✓		
Director	Greg Young			✓		
Director	Dr. Clifford Young, Sr.			✓		
Vice President	Kyle Crowther		✓	✓		
President	Channing Hawkins			✓		

MOTION:

Business Matters item no. 11 - pulled

		Motion	2nd	Aye	Nay	Abstain
Director	Dr. Michael Taylor					
Director	Greg Young					
Director	Dr. Clifford Young, Sr.					
Vice President	Kyle Crowther					
President	Channing Hawkins					

MOTION:

		Motion	2nd	Aye	Nay	Abstain
Director	Dr. Michael Taylor					
Director	Greg Young					
Director	Dr. Clifford Young, Sr.					
Vice President	Kyle Crowther					
President	Channing Hawkins					

MOTION:

		Motion	2nd	Aye	Nay	Abstain
Director	Dr. Michael Taylor					
Director	Greg Young					
Director	Dr. Clifford Young, Sr.					
Vice President	Kyle Crowther					
President	Channing Hawkins					

Peggy Asche
Peggy Asche, Board Secretary

5/6/21
Date



159 N. ACACIA STREET * SAN DIMAS, CA 91773
PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215
www.genpump.com

WELL & PUMP SERVICE SINCE 1952

Lic. #496765

Serving Southern California and Central Coast

February 02, 2022

Via Email

West Valley Water District
855 West Baseline Road
Rialto, California 92377
Attn: Joe Schaack

Subject: Well 5A – Revision 1 (Adder for Water Flush Option Included)

General Pump Company recently pulled the complete pump for inspection. The well was also video logged and inspected. The motor was sent out and evaluated. The motor, when disassembled had massive amounts of fine sand and coarser sand throughout the entire internal body cavity. The pump bowls were worn beyond repair as was the column, tube & shaft. The engineering inspection revealed*

*Pump bowl is worn. Bowl bearings are worn, bearing housings are worn out of the bowl castings. Impellers are worn, hydraulic seal rings have been worn off the impeller shroud. Bowl shaft is worn in bearing journals. Production column pipe and top column pipe were torch cut during removal. Top column flange appears to be in good condition. Oil lubricated tube and shaft assemblies exhibit iron bacterial nodules and plating. Various oil tubes and shafts were torch cut during removal. Discharge head is in good condition. Visually the motor is dirty, motor varmint screens are plugged with oil and debris. Oil sight glass is black. Motor megs 1000 megohms at 500 volts.

The new bowl is being built to manage harsher conditions, such as air and or sand. It will include a 17-4 Ph bowl shaft, SS impellers and combination rubber/bronze bearings.

Regarding the well, the top set of perforations are completely above the static water level. The lower perforations appear to be mainly plugged and sealed off. Below are the pump/motor repair recommendations as well as cleaning activities to help open the perforations. We are also recommending removing 40' column pipe making the new setting 405' BGS (Below Ground Surface). The well will be bailed from its current depth of 459' to 475' or refusal whichever ever occurs first. I have included a post video log for records. This quote includes all materials, shop labor, field labor, equipment, tax, and freight necessary to put well 5A back online. All labor rates are current with well and booster repair agreement currently on hand with West Valley WD.

Note: This quote includes an adder to convert from oil lube to water flush

Cost

Shop Labor

• Pressure wash pump bowls & prep for disassembly	1 Hrs.
• Disassemble pump bowl assembly & inspect	8 Hrs.
• Receive & inspect new materials, quality assurance	8 Hrs.
• Install new discharge case threaded oil tube connector bearing, verify tolerances & runout	1 Hrs.
• Clean new suction pipe, weld-on new cone strainer & suction pipe down hole lifting lugs	3 Hrs.
• Pressure wash new column pipe clean & prep threaded pipe couplings	8 Hrs.
• Pressure wash new tube & shaft assemblies, prepare for installation	8 Hrs.
• Install new line shaft couplings w/ thread anti-seize	6 Hrs.
• Stab out tube & shaft into production column pipe, prepare for installation	6 Hrs.
• Heat, quench & remove top column pipe from head, remove threaded top column flange	2 Hrs.
• Heat, quench, remove & clean top column flange threaded bushing	2 Hrs.
• Sandblast & clean top column flange, wire wheel internal pipe threads, prep for machining	2 Hrs.
• Machine & thread new top column Parallel & Concentric to center line of pump	8 Hrs.
• Clean & wire wheel discharge head registers, prep for machining, handling	2 Hrs.
• Set-up & indicate discharge head on V.T.L., machine head registers P & C	12 Hrs.
• Set-up inline & drill discharge head / top column flange for PVC access tube	4 Hrs.
• Clean taped holes, install top column flange / bushing w/ new gasket & fasteners	2 Hrs.
• Engineer, calculate & machine oil tube tension / stretch tube	6 Hrs.
• Engineer, calculate & machine head shaft, thread, key, polish & balance	6 Hrs.
• Remove & replace top oil tube receiver bronze sleeve bearing	1 Hrs.
• Clean tube stretch / tension plate assembly, prepare for installation	2 Hrs.
• Replace oil receiver nut bronze sleeve bearing	1 Hrs.
• Mount & install GPC 2 gallon oil pot, dripper assembly & manual by-pass tube & fittings	2 Hrs.
• Mount & install water level gage bracket & compression fittings	2 Hrs.
• Transport discharge head to sandblast, handling	3 Hrs.
• Inspect & paint discharge head after sandblast, handling	3 Hrs.
• Fabricate & install Cal OSHA discharge head shaft guard screens	2 Hrs.
• Build wire brush to fit casing	8 Hrs.
• Load/unload airburst equipment	2 Hrs.
• Load bailer	2 Hrs.

123 Hrs. @ \$90/Hr. \$ 11,070.00

Materials

• Cone strainer, 316 stainless steel, heavy duty 7ga wire wound	\$ 530.00	
• Suction pipe with down hole lifting lugs	575.00	
• Pump bowl assembly, Stainless Steel impellers, 17- S.S. shaft, Brz / Rub bearings	15,988.00	
• Pump bowl shaft coupling, carbon steel	42.00	
• Production column pipe, threaded & coupled	31,660.00	
• Oil lubricated tube & shaft assembly	19,330.00	
• Oil tube black widow centering spider	240.00	
• Top column pipe, threaded one end	828.00	
• Top column flange gasket & GR8 zinc plated fasteners	120.00	
• Oil tube receiver nut bronze sleeve bearing insert	120.00	
• Oil tube nut packing	90.00	
• Top tension / stretch oil tube	160.00	
• Head shaft, carbon steel	1,200.00	
• Head shaft bronze adjusting nut, motor driver steel gib key & brass lock screw	186.00	
• General Pump Co. 2 Gallon oil pot, oil dripper assembly w/ manual bypass	720.00	
• 110V oiler automatic solenoid valve	90.00	
• Cal OSHA 316 S.S. discharge head shaft guard screens	180.00	
• Gallon electric motor turbine oil	168.00	
• Mobil One Polyrex motor upper / lower bearing grease	18.00	
• Gallons oil tube installation turbine oil	385.00	
• 1/4" S. S. Dekron continuous PVC jacketed airline	1,210.00	
• Liquid filled water level pressure gauge, bracket & compression fittings	120.00	
• 1 1/4" flush threaded Sch 80 PVC access pipe	2,081.00	
• 12" 150# Full face gasket kit w/ GR5 zinc plated fasteners	170.00	
• Motor junction box electrical connection kit	285.00	
• 316 S.S. Bandit, clamps & pads to secure airline & PVC to production column pipe	275.00	
• Oxygen / acetylene	160.00	
• Misc. Consumables, assembly lube, solvents, paint, pump head base sealant & shims	225.00	
• Sodium Hypochlorite	175.00	
• Shipping and handling	518.00	
• Sales Tax @ 7.75%	6,033.30	83,882.30



Field Labor – Well Rehabilitation

- Mobilize / Demobilize 200.00
- Mob to site, Conduct brief safety meeting
- Set up rig
- Bail well from 459' to 475' or refusal
- Brush well from static WL to 456'
- Re-bail well to bottom
- Airburst perforated zone below static WL
- Re-bail if needed, prep for video

Two Man Combo Rig – @ \$260/Hr.

One Man & Service Truck @ \$140/Hr.

Brush/Bail phase: *Est.* 30 Hrs. @ \$400/Hr. 12,000.00

Field Labor – Airburst Phase Support

Two Men and Combo Rig

Est. 12 Hrs. @ \$260/Hr. 3,120.00

Est. OT – 4 Hrs. @ \$120/Hr. 480.00

Airburst:

- Technician, Airburst equipment, and Support Truck
(1 day of Airburst) 10,800.00

Field Labor – Install

- Install complete pump and motor

Two Men, Combo Rig & Service Truck

Est. 30 Hrs. @ \$260/Hr. 7,800.00

Est. OT – 6 Hrs. @ \$120/Hr. 720.00

One Man & Service Truck

Est. 30 Hrs. @ \$140/Hr. 4,200.00

Est. OT – 6 Hrs. @ \$60/Hr. 360.00 39,680.00

Rental

- Brush & Bail rental 520.00
- 18/cu yard roll off (includes delivery/pickup) 1,500.00 2,020.00



Joe Schaack
West Valley Water District
February 2, 2022
Page -5-

Outside Service

• Sandblast discharge head	675.00	
• Post video log	1,000.00	
• Portable toilet w/ sanitizing station	675.00	2,350.00

Motor Repair

- Disassemble, inspect, test and record all measurements.
- Rewind stator windings with class H inverter duty insulation, 1-VPI process, double dip and bake new stator windings.
- Install new winding overload protection klixons N/C (Qty. 3).
- Clean and bake out rotor.
- Dynamically balance rotor assembly.
- Reseal oil level standpipe.
- Install new Skf bearings (1-29422 Spherical Roller & 1-6215 Lower Guide).
- Install new 115-volt space heaters (Qty. 2).
- Install new oil level sight glass and oil fill plug.
- Clean and paint all parts.
- Reassemble and perform a full voltage no load test.

Labor: 6,888.00
Material: 4,946.00
7.75% Sales Tax: 383.32 12,217.32

Performance and Payment Bonds 3,100.00

Total Labor & Materials \$ 154,319.62

Water Flush – Optional

Shop Labor

- | | |
|--|--------|
| • Install new discharge case threaded water flush tube connector bearing | 1 Hrs. |
| • Machine Water Flush tube connector bearing | 4 Hrs. |

5 Hrs. @ \$90/Hr. \$ 450.00

Materials

- | | |
|--|----------|
| • General Pump Bowl water flush design | 3,178.00 |
| • Water flush tube & shaft assembly 416 S.S. Line shafts, | |
| • 304 S.S. line shaft couplings, steel tubes, coated I.D. with | |



Joe Schaack
West Valley Water District
February 2, 2022
Page -6-

Scotchkote fusion bonded epoxy General Pump bronze threaded enclosing tube bearings	36,404.00	
• Water flush nut packing	92.00	
• Water flush top tension / stretch tube	160.00	
• General Pump water flush plate & nut assembly	9,216.00	
• General Pump water flush instrumentation, pipe & fittings	1,784.00	
• Misc. Consumables, assembly lube, solvents, paint, pump head base sealant & shims	225.00	
• Shipping and Handling	378.00	
• Sales Tax @ 7.75%	3,986.37	55,423.37

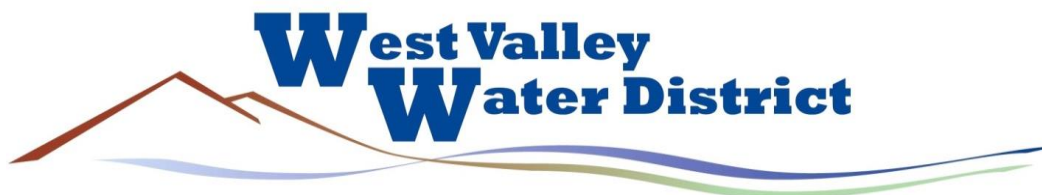
****Water Flush Option– Total Labor & Materials (Adder) \$ 55,873.37***

Should you have any questions or need additional information regarding the above summary and associated cost, please do not hesitate to contact us. Thank you.

GENERAL PUMP COMPANY, INC.

Tom Nanchy

Tom Nanchy
Sr. Project Manager / Project Engineer



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: March 17, 2022
TO: Board of Directors
FROM: Shamindra Manbahal, General Manager
SUBJECT: WELL 30 REHABILITATION AND PUMP RECONDITIONING

BACKGROUND:

Well 30 has a groundwater capacity of approximately 2.8 million gallons per day and is located in West Valley Water District's Pressure Zone 3. Production staff noticed noises during the operation of Well 30 that indicated significant wear in the shaft and bearings. Production Department Staff made the decision to take the well out of service during the low demand season and rehab the well and well pump as we will be facing increasing summer demand and an uncertain State Project Water allocation in the coming summer.

DISCUSSION:

Well 30 was pulled and inspected by General Pump, which is the well pump contractor that was selected by the District during a publicly advertised competitive bidding process. The contractors that participated in the bidding process entered their costs for all of the services listed in a matrix created by members of Operations, which included all of the services needed for repair and replacement of well and booster pump assemblies. The Board of Directors approved the As Needed On-Call Contract for General Pump at the May 6, 2021 Board Meeting.

General Pump has the entire well pump assembly and motor in their shop, and has assembled their quote for reconditioning, repair, and re-installation from as-built drawings, pump curve info, system pressure info, and drillers logs. Going forward and completing the repair and replacement with General Pump will ensure the well is back in service in the shortest possible timeline, providing much needed production capacity in Pressure Zone 3.

Below is a summary of the product information:

Item	Cost
Shop Labor – 86 Hrs. @ \$90/Hr.	\$7,740.00
Materials + Sales Tax @ 8.75%	\$112,900.99
Field rehab work to well, re-video well, re-install pump assembly, re-condition motor	\$34,480.09
Performance Bond	\$3,100.00
TOTAL	\$158,221.08

The more detailed scope of work and quote from General Pump are attached as **Exhibit B**.

FISCAL IMPACT:

The Fiscal Year 2021/22 Capital Budget Mid-Year Adjustments includes \$130,000.00 for this project, Project Number W22027. The remaining \$28,221.08 will be transferred from other CIP projects.

STAFF RECOMMENDATION:

Staff recommends that the Engineering and Planning Committee approve the repair and replacement work shown in the quote from General Pump as Well 30 and submit this item for consideration by the full Board of Directors at a future meeting.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

VJ:ls

ATTACHMENT(S):

1. Exhibit A
2. Well 30 Exhibit B

MEETING HISTORY:

03/09/22 Engineering, Operations and Planning Committee REFERRED TO BOARD

AGREEMENT AS NEEDED/ON CALL SERVICES BY CONTRACTOR

This AGREEMENT, made and entered into the 6th day of May, 2021, by and between the **WEST VALLEY WATER DISTRICT**, ("District"), and General Pump Company, Inc, ("Contractor").

RECITALS

WHEREAS, District desires to engage the services of Contractor to provide a variety of repair services as may be assigned on an as needed basis by District. Services will include emergency and non-emergency maintenance and repair work.

WHEREAS, Contractor agrees to provide such services pursuant to the terms and conditions of this Agreement and has represented to District that he/she possesses the necessary skills and qualifications to provide such services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, District and Contractor agree as follows:

AGREEMENT

1. ENGAGEMENT OF CONTRACTOR

Contractor agrees to provide such services for District as assigned on an as needed basis. Except for emergency work or work that is invoiced over \$500, a Purchase Order will be issued for each individual project defining the scope of work to be performed, the time allotted for completion of the project, and the cost to complete the work. All costs include labor, materials, equipment, travel time and mileage. Contractor shall advise the District as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events that may affect the scope and/or cost of services identified on each Purchase Order. Contractor understands that there is no guarantee of any work assignments given or implied by entering into this Agreement.

Contractor will supply all labor, tools, equipment, materials and expertise required to complete the work in a timely and workmanlike manner consistent with industry standards. Contractor agrees to perform the work in accordance with the terms and conditions of this contract, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations in effect at the time the services are provided.

2. TERM OF AGREEMENT

The term of this Agreement shall cover a one year time period commencing on the day this Agreement is fully executed by all parties and continuing until one year after that date unless extended or sooner terminated as provided for herein. In addition, after the initial one year period, if and only if the parties mutually agree in writing by executing an amendment to this Agreement, the parties may extend this agreement for a maximum of two one year extensions. In the event the time specified for completion of an assigned Purchase Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to

complete such Purchase Order and thereupon this Agreement shall terminate.

3. OTHER AGREEMENTS OR UNDERSTANDINGS

It is hereby understood that if there is conflicting language between this Agreement and a Purchase Order, the language in this Agreement shall govern. To the extent the terms and conditions contained herein are inconsistent with the terms and conditions contained in the Contractor's proposal, the terms and conditions in this Agreement shall govern. In summary, if there is any conflicting language between this Agreement and any other document, this Agreement shall govern.

4. PAYMENT FOR SERVICES

For emergency work, District will pay Contractor on a time and expense basis in accordance with the **Billing Schedule attached hereto as Attachment A**. For non-emergency work, bids will be submitted based on either a "fixed price fee" or a "time and expense cost estimate subject to a maximum not-to-exceed dollar limit." A Purchase Order will be issued for all non-emergency work defining the scope of work and cost of services as set forth in Contractor's bid. For Purchase Orders involving not-to-exceed dollar limits, Contractor shall be responsible to manage the project progress and costs to ensure the costs will not exceed the authorized amount to complete the work and shall notify the District in writing immediately when the costs have reached 75% of the maximum dollar limit. In the event the Contractor encounters unexpected field conditions that will result in a cost overrun, a Change Order request shall be immediately submitted in writing by the Contractor to the District for approval. Contractor shall not be compensated for any services, nor reimbursed for any expenses in excess of those authorized by this Agreement, or any Purchase Order without prior written approval by District. Individual Purchase Orders shall not exceed \$25,000 without prior Board approval.

Upon completion of all work required by a Purchase Order, and acceptance by District, Contractor shall email invoices referencing the appropriate contract number to: **apinvoices@wvwd.org** or mail to:

West Valley Water District
P.O. Box 920
Rialto, CA 92377
Attn: Accounts Payable

Invoices **MUST** identify the Purchase Order Number, if applicable.

Contractor shall itemize on each invoice submitted a separate cost for material, labor and equipment.

District will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's invoice.

Monthly progress payments will only be made if Contractor provides performance and payment bonds for the total bid amount.

5. RIGHT TO WITHHOLD PAYMENT

District may withhold or nullify the whole or any part of any payment due Contractor to

such extent as may be reasonably necessary to protect the District from loss as a result of:

- A. Defective work not remedied in accordance with the provisions of the contract; or
- B. Claims or liens filed or reasonable evidence of probable filing of claims or liens; or
- C. Failure of Contractor to make payment properly for labor, services, materials, equipment or other facilities or to subcontractors; or
- D. Damage to other work or property; or
- E. Failure of the Contractor to maintain all records as required; submitting progress schedules, and any other such items as may be required herein.

6. **CHANGE ORDERS**

Change Orders are defined as additional work and/or changes to the scope of work. Change Orders may be required and ordered in writing by District with agreement by Contractor. No Change Orders shall be authorized by the District unless a request therefore is submitted in writing to the District with an estimate of additional hours of work to be performed and/or additional goods or materials to be supplied and the associated costs provided. **Change Orders performed without prior written authorization will not be approved for payment.**

7. **SAFETY**

Contractor will be responsible for safety related to and during the performance of the work hereunder. Contractor will ensure that Contractor's employees and the employees of the sub-contractors are notified of an observe and abide by all safety regulations and laws. Contractor shall include provisions for compliance with all safety regulations and laws in all sub-contracts.

8. **INSURANCE**

Contractor shall not commence work under this contract until Contractor has provided District with the **required policies of insurance as described in Attachment B and valid Certificate(s) of Insurance** for said policies of insurance.

Contractor shall immediately notify District of any damage to property and/or injury to, or death of, persons, which occurs in connection with or is in any way related to the work. Contractor shall furnish District a written report of any such damage or injury within three (3) working days.

9. **DEPARTMENT OF INDUSTRIAL RELATIONS**

A. PREVAILING WAGES

Company shall insure that prevailing wages are paid to all of their employees and subcontractor's employees in accordance with state of California Labor Code, Section 1770, et seq. Said rates are accessible from the Department of Industrial Relations at

www.dir.ca.gov/dlsr/DPreWageDetermination.htm. Contractor shall post such determinations at Contractor and subcontractor job site(s) when appropriate. If requested, certified payroll records will be furnished to District within ten (10) days after receipt of a written request.

Contractor shall forfeit to the District, or require the forfeit by a subcontractor, as penalty, \$50.00 for each calendar day, or portion thereof, for each worker paid less than the said stipulated prevailing rates for any work done under this contract in violation of the provisions of the California Labor Code, Section 1775. In addition, District shall not be responsible for, and Company shall be required to pay each affected worker the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate by the Company or subcontractor.

B. CONTRACTOR REGISTRATION: DIR

No Contractor or Subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. Contractor registration information can be found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

California Labor Code 1771.1.(a)

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

C. WORKER CLASSIFICATION

Contractor agrees to provide worker classification information to assist the District in completion of Contract award notice to Department of Industrial Relations.

10. ASSIGNMENT, SUBCONTRACTING, OR INSOLVENCY

- A. No performance of this contract or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the District. Any attempt by the Contractor to assign or subcontract any portion of this contract without the express written consent of the District shall be invalid and shall constitute a material breach of this contract. Whenever the Contractor is authorized to subcontract or assign, the terms thereof shall incorporate by reference and not conflict with this contract.
- B. Contractor agrees that if there is a change in ownership prior to completion of this contract the Contractor agrees to incorporate into any sale documents the requirement that the new owners will be required under terms of sale to

assume this contract and complete it to the satisfaction of the District.

- C. The request for assignment or subcontract and the District's approval or disapproval is not to be construed as an excuse and does not excuse any non-compliance with any other provision of law and the signed contract, including but not limited to the "Subletting and Subcontracting Fair Practices Act" or any other contracting requirements relating to substitution of subcontractors.
- D. In the event Contractor shall become insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or for reorganization, or pursues any other remedy under any law relating to the relief of debtors, or in the event a receiver is appointed of Contractor's property or business, District may, at its sole option, cancel this contract immediately with no prior notice.

11. **STATUS OF COMPANY**

Company shall perform the services provided for herein in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of District. Contractor shall be under the control of District only as to the result to be accomplished. Neither Contractor nor any of his/her employees or agents shall have any claim under this Agreement or otherwise against District for vacation pay, paid sick leave, retirement benefits, social security, workers' compensation, health, disability, or unemployment insurance benefits or other employee benefits of any kind. Contractor is liable for all applicable Social Security, Federal and State taxes required on payments made by District. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Contractor or any of his respective employees or agents, the parties hereby agree that both Contractor and District shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of with who or by whom such discussions or negotiations are initiated.

Contractor shall be considered the prime or general contractor. In the event Contractor contracts with other firms (e.g. surveying firms, boring firms, trenching firms, earth moving firms, geotechnical/soils testing firms, or any other firms), those firms shall be considered subcontractors.

12. **LICENSING AND PERMITS**

Contractor shall be licensed, as required, in accordance with the laws of this State. Contractor further warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Contract.

13. **WARRANTY**

Contractor shall guarantee all materials and/or workmanship for a period of twelve (12) months following completion and acceptance of the work by the District, and shall promptly repair or replace any defective work and/or materials at Contractor's own expense upon notification by the District. Contractor also guarantees and warrants all

material and/or work to be of merchantable quality and fit for District's specific purpose.

14. **CONTRACTOR'S RESPONSIBILITIES**

A. EMPLOYEES:

1. Background/Security: Contractor warrants that all personnel engaged in the performance of this work are legal employees of the Contractor, possess sufficient experience, and have passed a background check for criminal history. During the term of this contract, Contractor shall notify District in writing of any employee performing this work that has a criminal conviction.
2. Health: All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on District's property. Neither shall the Contractor allow the use or presence of alcohol or drugs on District's property.
3. Conduct: Any employee or subcontractor of Contractor performing work on District property while under the influence of alcohol or drugs or whose conduct interferes with the proper performance of the work or with District's operations shall be immediately removed from the work site and not permitted at the worksite thereafter.
4. Supervision: Contractor shall provide a supervisor or foreman who shall be present at all times during contract operations, and who shall be responsible for both conduct and workmanship. The supervisor or foreman shall be able to communicate effectively in both written and oral English.
5. Training: Contractor shall have an ongoing training program for its entire staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training.
6. Gifts and Gratuities: Contractor shall establish precautions to prevent its employees or agents from making, providing, or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the District.

B. RECORDS:

Contractor shall maintain records showing name of employee, classification, actual hours worked, wages paid, and any benefits paid to each employee.

C. RESTRICTIONS:

Unauthorized use of District equipment is prohibited by the Contractor or their employees. District telephones shall not be used for personal or business reasons with the following exceptions(s):

1. To report need of medical aid, fire or need of law enforcement, use 911 number;

15. NONDISCRIMINATION IN EMPLOYMENT

Contractor shall not discriminate against any worker, employee or applicant for employment because of race, creed, color or national origin and in this respect shall comply with the provisions of Executive Order 11246 in effect on the date hereof. Contractor agrees upon request to provide District with Certificate of Submission of Current Compliance Report or Compliance Report Notification

16. PAYMENT OF SUPPLIERS

Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said material to be furnished under this contract. Contractor shall fully discharge each such obligation at the time performance of the obligation matures and becomes due. Prior to payment, Contractor shall provide an unconditional waiver and release form as authorized by Civil Code Section 3262, signed by each material supplier and subcontractor involved on the project. These forms must be provided to District upon request.

17. STANDARD OF CARE

Contractor's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession or occupation currently practicing under similar conditions. All services shall be performed to District's satisfaction.

18. PRECONSTRUCTION CONFERENCE

If deemed necessary, at the sole discretion of the District, District shall arrange for a preconstruction conference to be attended by Contractor's Superintendent and representatives of utilities, permit agencies, major subcontractors, and others whose input may be desired.

The purpose of this conference shall be to establish a working understanding between the parties and to discuss the construction schedule, shop drawing submittals and approvals, cost breakdown of major lump sum items, applications for payment and their processing, and such other subjects and submittals as may be pertinent to the project.

19. RESPONSIBILITY FOR JOB SITE CONDITIONS

In accordance with generally accepted construction practices, Contractor will be required to assume sole and complete responsibility for job site conditions during the course of each project, including safety of all persons and property, and this requirement shall be made to apply continuously and not be limited to normal working hours. In this regard, Contractor assumes sole responsibility for any loss or damage, including theft and vandalism, to Contractor's completed work, work in process, materials, supplies and equipment of the work site, in storage or in transit until the work is accepted by the District. Contractor agrees to defend and indemnify and hold

harmless the District for all liability, damages, costs, and expenses, including but not limited to attorneys' fees, and any and all claims made against the District as a result of any negligence including but not limited to contributory negligence by the Contractor or Contractor's subcontractors.

20. DISPUTES

If any disputes should arise between Contractor and District concerning the work to be done under this contract, the payments to be made, or the manner of accomplishment of the work, Contractor shall nevertheless proceed to perform the work as directed by District pending complete settlement of the dispute.

21. NON-PERFORMANCE OF DUTIES

Should District find the Contractor in default by not performing duties as per requirements set forth in each Purchase Order, District will immediately notify the Contractor's representative verbally. If corrections are not made within five (5) working days of verbal notice, District will then notify Contractor in writing of non-performance. If corrections are not made within five (5) working days of written notice District may terminate the contract at its sole discretion immediately without further notice.

22. TERMINATION

This contract may be terminated for any reason set forth below:

- A. With Cause: In the event of any breach by the Contractor of the conditions set forth in this contract, including but not limited to, any non-performance of duties, District may, without prejudice to any of its legal remedies terminate this contract for cause upon five (5) days written notice to the Contractor. Upon contract termination, the District reserves the right, (but is not required) to complete the work at its convenience and timing as deemed necessary.
- B. Without Cause: The District reserves and has the right to immediately suspend, cancel or terminate this contract for its convenience (for reasons such as, but not limited to, budgetary restrictions, changes in project scope, change in Contractor personnel, etc.) at any time upon written notice to the Contractor. In the event of such termination, the District's only obligation to Contractor will be payment for goods received or services rendered up to and including the effective date of termination. District shall not be liable for other costs nor for prospective profits on goods not delivered or services not performed.
- C. Appeal Procedure: In the event of termination with cause, Contractor shall have the right to request a hearing in which it shall have the opportunity to address the reasons for the termination. Said request shall be in writing and submitted within five (5) days of issuance of the Notice of Termination. The ultimate decision to terminate is still in the sole discretion of the District notwithstanding any hearing identified above.

23. PUBLIC RECORDS POLICY

Information made available to the District may be subject to the California Public Records Act (Government Code Section 6250 et. Seq.) The District's use and

disclosure of its records are governed by this Act. The District shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to Contractor.

In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure: (e.g., Trade Secret, Confidential, or Proprietary) District shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If District is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify District from all liability, damages, costs and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

24. HOLD HARMLESS AND INDEMNIFICATION

District, its agents, officers and employees shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injuries or death caused by, or resulting from, or claimed to have been caused by or resulting from, any act or omission of Contractor. Contractor hereby agrees to indemnify and hold harmless and defend District and its authorized agents, officers and employees against any or the foregoing liabilities, claims and/or any cost of expense that is incurred by District on account of any of the foregoing liabilities, including liabilities or claims by reason of Contractor's actions in the performance of services under this contract excluding, however, such liability, claims, losses, damages or expenses arising from District's sole negligence or willful acts.

25. FORCE MAJEURE

Either party to this contract shall be excused from performance hereunder during the time and to the extent that it is prevented from performing the work by acts of God, fire, sabotage, unanticipated labor dispute or walkout, freight embargos, commandeering of materials, products, plants or facilities through acts of government agencies, and other unforeseen circumstances beyond the nonperforming party's control if satisfactory evidence thereof is presented to the other party establishing the facts of the circumstances and that non performance is not due to the fault or neglect of the nonperforming party.

Provided that delay caused by circumstances beyond the Contractor's control and not foreseeable is established, District may, but is not required to, grant Contractor a reasonable extension of time to complete the work. District shall be advised immediately in writing and a definite delivery or completion date shall be proposed for District's consideration. In no event shall Contractor be excused for any inability to obtain goods or services necessary for Contractor's performance, or ordinary delays and accidents, or for failure to take reasonable precautions or actions to mitigate the delay. Acceptance of delay shall be at District's sole discretion and solely for the purpose of mitigating damages.

26. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated.

27. GOVERNING LAW AND VENUE

This contract will be made under, and governed by, the laws of the State of California. Venue for any dispute shall be brought exclusively in the state courts located in Riverside County, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

28. ATTORNEY'S FEES

In the event an action is commenced by a party to this contract against the other to enforce its rights or obligations arising from this contract, the prevailing party in such action, in addition to any other relief and recovery ordered by the court or arbitration, shall be entitled to recover all litigation and collection expenses, witness fees, court costs, plus reasonable attorneys' fees.

29. LIQUIDATED DAMAGES/NOTICE TO PROCEED

Liquidated damages, **if any**, will be detailed in each Purchase Order. A notice to Proceed will be issued specifying the agreed upon start and completion date. Liquidated damages will be charged per calendar day for each day completion of the services covered by the Purchase Order exceeds the time specified in the Notice to Proceed.

Liquidated Damages shall not be applied to delays caused by acts of God, strikes, boycotts, or similar obstructive actions of employees, failure by District or others to provide requested data or review comments in a timely manner, or any causes beyond the reasonable control of Contractor which are not the result solely of action or inaction by Contractor. Such delays shall result in the time for performance being extended by the length of the delays as documented by Contractor and agreed to by District in writing.

30. PAYMENT AND PERFORMANCE BONDS

Contractor may be required to furnish payment and performance bonds for work requested by means of a Purchase Order issued under this contract. **If required**, the performance bond shall be in an amount equal to 100 percent (100%) of the Purchase Order contract price as security for the faithful performance of this contract and payment bond shall be furnished in an amount not less than 100 percent (100%) of the Purchase Order contract price as security for the payment of all persons performing labor and/or furnishing materials or other supplies under this contract. All such bonds shall be issued by insurance or surety companies which are licensed by the State of California and rated no less than "A-VIII" or better by the A.M. Best Contractor and be in a form approved by District naming District as obligee.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DISTRICT:

WEST VALLEY WATER DISTRICT,
a public agency of the State of California

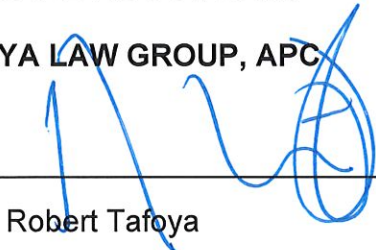
By 
Channing Hawkins, President

By 
Shamindra Manbahal, Acting General Manager

By 
Peggy Asche, Board Secretary

APPROVED AS TO FORM:

TAFOYA LAW GROUP, APC

By 
Robert Tafoya

CONTRACTOR:

General Pump Company, Inc

By 

Name Tom Nanchy

Its SR. Project Manager

Attachment A

Name of Firm: General Pump Company, Inc.

Billing Schedules and Hourly Rates

APPLICABLE HOURLY RATES – WEEKDAYS

1.	General Pump Pulling and Installation		
	Mobilization & Demobilization	\$ 200	LS*
	Two (2) men, rig, and service truck	\$ 260	/hr
	Each additional employee	\$ 75	/hr
2.	Well Rehabilitation		
	Mobilization & Demobilization	\$ 200	LS*
3.	Well Repair – Well Tear Down & Inspection		
	Two (2) men comb. Rig service truck	\$ 260	/hr
	Rebuild Bowl (Estimated hours: 30)	\$ 90	/hr
4.	Well Cleanout Work		
	Cable tool method (wire brush)	\$ 260	/hr
	Two (2) men comb. Rig service truck		
	Airlift method		
	Two (2) men, rig and service truck	\$ 260	/hr
	Air compressor charge	\$ 21	/hr
5.	Crane: 40-ton with two (2) men	\$ 290	/hr
6.	Rotary Crane		
	One (1) man and hydraulic crane – 5-ton	\$ 90	/hr
	One (1) man and hydraulic crane – 8-ton	\$ 95	/hr
	One (1) man and rotary crane – 10-ton	\$ 170	/hr
7.	Field & Technical Services		
	One (1) man and delivery truck	\$ 50	/hr
	One (1) man and service truck	\$ 140	/hr
	Two (2) men and service truck	\$ 215	/hr
	Two (2) men and welding truck	\$ 215	/hr
	Electrician	\$ 140	/hr
	Engineering	\$ 10	/hr
	Hydrologist	\$ 10	/hr
8.	Shop Labor		
	General shop labor	\$ 85	/hr
	Premium shop labor	\$ 90	/hr
	Machine shop labor	\$ 90	/hr

Section 1 (3)

	Metal spray labor	\$ 60	/hr
	Welding shop labor	\$ 90	/hr
9.	Closed Circuit Well Television with DVD copies	\$ 1,000	LS*
10.	Wire brush, Bail Well, or Swab rental	\$ 260	/hr
11.	NPDES Compliance (Baker Tanks, Neutralizing Equip., Lab Fees, Fabrication)	\$ 2,500	LS*

*LS = Lump Sum

Attachment B

Insurance and Indemnification Requirements

Indemnification Language – To the extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify West Valley Water District, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from West Valley Water District's sole negligence or willful acts.

Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least one million dollars (\$1,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to West Valley Water District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the West Valley Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the West Valley Water District; but this provision applies regardless of whether or not the West Valley Water District has received a waiver of subrogation from the insurer.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the West Valley Water District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of

the specified minimum limits of insurance and coverage shall be available to the West Valley Water District.

Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** West Valley Water District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the West Valley Water District, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Member Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the West Valley Water District.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the West Valley Water District. The West Valley Water District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or West Valley Water District.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by West Valley Water District.

Verification of Coverage – Contractor shall furnish the West Valley Water District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the West Valley Water District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The West Valley Water District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Subcontractors - Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that West Valley Water District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Safety:

In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California

Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply



GENEPUM-01

2.6.a

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. 16030 Ventura Blvd. Suite 500 Encino, CA 91436	CONTACT NAME: Sherri Ben-Nun PHONE (A/C, No, Ext): (818) 257-7438 FAX (A/C, No): E-MAIL ADDRESS: sherri.bennun@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty Company of America	NAIC # 25674
	INSURER B: The Travelers Indemnity Company of Connecticut	25682
	INSURER C: Aspen Specialty Insurance	10717
	INSURER D: INSURER E: INSURER F:	

INSURED

General Pump Company, Inc.
 159 N. Acacia Street
 San Dimas, CA 91773

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	P-630-7K939062-TIL-20	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-0N810047-TCT-20	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CUP-1N325156-20-43	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	UB-7K940269-20-43-G	6/1/2020	6/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution / Environm			ERAHL9621	2/5/2021	2/5/2022	Each Incident 1,000,000
C	Pollution / Environm			ERAHL9621	2/5/2021	2/5/2022	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Where required by written contract, West Valley Water District, its directors, officers, employees and authorized volunteers and employees are included as Additional Insured as respects operations of the Named Insured as their interest may appear on a primary and non-contributory basis per Form#CGD246 0419 and #CGT100 02 09, page 16, paragraph 4. D; Blanket waiver of subrogation for General Liability applies per form #CG 24 04 05 09; and waiver of subrogation for Workers' Compensation applies per Form #WC 99 03 76 (A)-001. RE: All Operations

CERTIFICATE HOLDER

CANCELLATION

West Valley Water District
 P.O. Box 920
 855 W. Baseline
 Rialto, CA 92376

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverages – Coverage A – Bodily Injury And Property Damage Liability** or Paragraph **2.e.** of Section **I – Coverages – Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 - b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) An executive officer or director of any other organization; or
 - (iv) A trustee of any trust;
 that is your partner, joint venture member, manager or trustee; or
 - (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":
 - a. Means injury caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
 - a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
 - a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

- 10.** "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
- 11.** "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- 12.** "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b.** You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
- 13.** "Insured contract" means:
- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
 - b.** A sidetrack agreement;
 - c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e.** An elevator maintenance agreement;
 - f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph **f.** does not include that part of any contract or agreement:
- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle,

tracks, roadbeds, tunnel, underpass or crossing;

- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.
- 14.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 15.** "Loading or unloading" means the handling of property:
- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b.** While it is in or on an aircraft, watercraft or "auto"; or
 - c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 16.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b.** Vehicles maintained for use solely on or next to premises you own or rent;
 - c.** Vehicles that travel on crawler treads;

- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

- b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.

- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

21. "Premises damage" means:

- a. With respect to the first paragraph of the exceptions in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

- b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph 2. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
- (2) Explosion;
- (3) Lightning;
- (4) Smoke resulting from fire, explosion or lightning; or
- (5) Water.

But "premises damage" under this Paragraph b. does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization, other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

- 25. "Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 26. "Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 27. "Title"** means a name of a literary or artistic work.
- 28. "Unsolicited communication"** means any communication, in any form, that the recipient of such communication did not specifically request to receive.
- 29. "Volunteer worker"** means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 30. "Your product":**
- a. Means:**
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:**
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 31. "Your work":**
- a. Means:**
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:**
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2)** The providing of or failure to provide warnings or instructions.

POLICY NUMBER:P-630-7K939062-TIL-20

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 06-01-2020

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

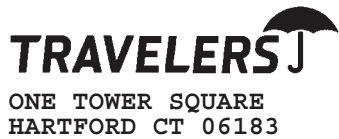
Whereby required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or

damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-7K940269-20-43-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR
WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED
PRIOR TO LOSS TO FURNISH THIS
WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE: 06-1-20

ST ASSIGN:

Page 1 of 1

Packet Pg. 176

Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the District Clerk. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.

PRESENTATION

- Water Treatment Tour.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one vote. There will be no separate discussion of these items unless a member of the Board of Directors, Staff Member, or any member of the public request a specific item(s) be removed for separate action.

Consideration of:

1. April 15, 2021 - Regular Board Meeting Minutes. **(Page No. 5)**
2. Contract Management Policy. **(Page No. 9)**
3. Resolution No. 2021-5 - Investment Policy. **(Page No. 36)**
4. Resolution No. 2021-7 - Financial Package for Oliver P. Roemer Water Filtration Facility Expansion. **(Page No. 78)**
5. Agreement with Metropolitan Water District, San Bernardino Valley Municipal Water District, and Inland Empire Utilities Agency for State Water Project Water. **(Page No. 79)**
6. Infrastructure Agreement. **(Page No. 88)**
7. Amended Agreement with David Turch and Associates. **(Page No. 95)**
8. Agreement with Tres Es, Inc. for State Lobbying. **(Page No. 124)**
9. Agreement with Mike Roquet Construction for As-Needed Services for Permanent Trench Paving. **(Page No. 152)**
10. Agreement with General Pump Company, Inc. for As-Needed Services for Well & Booster Maintenance and Repairs. **(Page No. 182)**

BUSINESS MATTERS

Consideration of:

11. Update: Fixed Bed Reactor Perchlorate (FXB) Treatment System. **(Page No. 233)**

REPORTS - LIMITED TO 5 MINUTES MAXIMUM (Presentations or handouts must be provided to Board Members in advance of the Board Meeting).

1. Board Members



BOARD OF DIRECTORS STAFF REPORT

DATE: May 6, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, Interim General Manager
SUBJECT: AGREEMENT WITH GENERAL PUMP COMPANY, INC. FOR AS-NEEDED SERVICES FOR WELL & BOOSTER MAINTENANCE AND REPAIRS

BACKGROUND:

West Valley Water District (“District”) has identified a need to secure a maintenance contract with a qualified, experienced contractor to provide maintenance and repair services for the District’s wells, pumps and electric motor assemblies, on an on-call, as-needed, time-and-material basis for a period of one (1) year with two (2) additional one-year options. The firm shall be licensed (C-57) Well Drilling Contractor in the state of California.

Through this maintenance services contract, the District requires to have the firm mobilize in less than 72 hours and perform work as requested by the District. Some services may include, but are not limited to, repair, removal, installation, rehabilitation, replacement of pumps, motors, well columns, etc. and the furnishing of parts and labor in conjunction with such work.

DISCUSSION:

On March 8, 2021, a Request for Proposal (“RFP”) was issued and publicly advertised on PlanetBids. Four (4) firms – General Pump Company, Inc. (“GPC”), Layne Christensen Company (“LCC”), Weber Water Resources CA LLC (“WWR”) and Well Tec Services (“WTS”) – submitted proposals for as-need maintenance and repair services. Attached as **Exhibit A** is the RFP for The As-Needed Services for Well & Booster Maintenance and Repairs posted on PlanetBids System.

In order to determine the best value for the District, District staff first ensured that all proposals received met the requirements in the scope of work by conducting a systematic proposal evaluation. Based on technical qualifications, overall evaluation, and results, District staff recommends that GPC provides the best value for the District needs for the As-Needed Well & Booster Maintenance and Repair Services. The evaluation criteria and results are as follows:

Evaluation Criteria	GPC	LCC	WWR	WTS
Qualifications and Experience 10%	10	10	10	9
Capability 25%	25	25	25	21
References 5%	5	5	4	5
Compliance/Completeness 10%	10	10	10	10

Budget 50%	50	40	40	40
Total Proposal Points Awarded	100	90	89	85

FISCAL IMPACT:

The cost to perform the wells and pumping equipment rehabilitation was included in the Fiscal Year 2020/21 Operating Budget and Capital Budget. All performance pursuant to this contract shall be on an “on-call” or “as-needed” basis. Any tasking shall be initiated solely by the District. Moreover, execution of a contract by the District shall not entitle the contractor to any form of payment or compensation from the District without first having issued tasking or request for services from the contractor and the subsequent issuance of a Task Order.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the Acting General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

SM:jc

ATTACHMENT(S):

1. Exhibit A - RFP for As-Needed Services for Well & Booster Maintenance and Repairs
2. Exhibit B - GPC Proposal
3. Exhibit C - The Technical Proposal Score Sheet

MEETING HISTORY:

04/14/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A



REQUEST FOR PROPOSALS (RFP)
AS-NEEDED SERVICES FOR WELL & BOOSTER MAINTENANCE AND REPAIRS

INVITATION

The West Valley Water District ("District") is seeking the services of a qualified, experienced contractor to provide as needed/on call Well & Booster Maintenance and Repair services for District's wells, pumps and electric motors. The selection process will be based mainly on the contractors' experience, qualifications, innovation, price, prior experience with providing this type of service, ability to supply specific materials as specified and readiness to serve.

No proposals shall be submitted after **5:00 p.m. on Monday, March 22, 2021 electronically on Planet Bids**. Late qualification documents will not be accepted.

During the RFP process, consultants shall direct all questions on Planet Bids. Responses to questions received four (4) days prior to the RFP deadline will not be available. If there is any revision to the RFP, an addendum will be issued on Planet Bids (PB) and made available to all firms receiving RFP documents.

BACKGROUND

West Valley Water District (“District”) is a County Water District, a public agency of the State of California, organized and existing under the County Water District Law (Division 12, Section 30,000 of the Water Code) of the State of California. The District serves water to over 20,000 connections within the Cities of Rialto, Fontana, Colton, Jurupa Valley (Riverside County) and to unincorporated areas of San Bernardino County. The District’s service area includes a large amount of undeveloped land which is described in various specific plans.

The District’s distribution system includes eight pressure zones which are divided into a northern and southern system with the City of Rialto serving the area in between. The system includes 72.61 million gallons of storage capacity, 12 booster pump stations, 17 active production wells, several treatment facilities and over 150 miles of transmission lines.

Water supplies include groundwater from District wells in 4 groundwater basins, from imported State Water Project water and Lytle Creek surface flows treated at the Oliver P. Roemer Water Filtration Facility, from water purchased through the Base Line Feeder pipeline and from groundwater treated at our new Groundwater Wellhead Treatment System.

PROJECT DESCRIPTION

This project is to provide Annual Maintenance and Repair Services for the District’s wells, pumps and electric motor assemblies, on an on-call, as-needed, time-and-material basis for a period of one year. **The contractor must be a licensed (C-57) Well Drilling Contractor in the state of California.** The District expects that the total contract value not to exceed \$200,000 per fiscal year. These contract(s) may be renewed for two (2) additional one-year options should the parties mutually agree. Any and all performance pursuant to these contracts shall be on an “on-call” or “as-needed” basis. Any tasking shall be initiated solely by the District. Further, execution of a contract by the District does not in any way guarantee that any tasking or request for on-call services will be issued to any party. Moreover, execution of a contract by the District shall not entitle the other party to any form of payment or compensation from the District without first having issued tasking or request for services from the contractor.

SCHEDULE OF EVENTS

3/8/2021	Issuance of Request for Proposals
3/17/2021	Deadline for Written Questions
3/22/2021	Proposals Due by 5:00 PM
4/15/2020	District Approval of Contract (est. date)
4/19/2020	Issuance of Notice-to-Proceed (est. date)

SCOPE OF WORK

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

Through this Maintenance Services Contract, the District wishes to have the Well Contractor (with C-57 License) mobilize in less than 72 hours and perform work as requested by the District. The Contractor shall furnish all material, labor, equipment, and supervision to perform the maintenance and repair. The Contractor shall perform such work in a thorough and professional manner.

The contractor shall secure the well site and its equipment at all times throughout the duration of work. Some services may include, but are not limited to, repair, removal, installation, rehabilitation, replacement of well pumps, motors, well columns, base plates, lube assembly, etc., and the furnishing of parts and labor in conjunction with such work. All work and general conditions shall be performed in accordance with the current Standard Specifications for Public Works Construction and the District's Standard Drawings. The Contractor is also responsible for discharging the treated water after rehabilitation of the well into an appropriate drainage system in a manner that complies with NPDES regulations and permits.

PROPOSAL REQUIREMENTS

Although the District requires no specific format, this section is intended to provide guidelines to the firm regarding features that the District will look for and expect to be included in the proposal.

1. Content & Format

The District requests that proposals submitted be organized and presented in a neat and logical format and are relevant to these services. The Firms proposals shall be clear, accurate and comprehensive. Excessive or irrelevant material will not be favorably received.

Proposals should include the following:

- Transmittal/offer letter signed by an individual authorized to act on behalf of the Firm.
- Page numbering.
- Index/Table of Contents.
- Statement of Qualifications, Experience, and a minimum of 3 Public Agency References.
- Brief resumes of key staff.
- Team Organization.
- Completion of the cost and billing schedules of current hourly billing rates for each of the specialized skills, materials, and support services, (please see Attachment "A").

2. Team Organization

The purpose of this section is to describe the organization of the project team including subcontractor and key staff. A project manager shall be named who shall be the prime contact and be responsible for coordinating all activities with the District. An organization diagram shall be submitted showing all key team members and illustrating the relationship between the District, the project manager, key staff, and subcontractor. There also should be a brief description of the role and responsibilities of all key staff and subcontractor identified in the team organization.

3. Statement of Qualifications

The information provided in this section should describe the qualifications of the firm and key staff in performing projects within the past five years that are similar in scope and size to demonstrate competence to perform these services. The projects listed should be those that the key staff named for this project were responsible for performing. Information shall include:

- Names of key staff that participated on named projects and their specific responsibilities.
- The client's name, contact person, addresses, and telephone numbers.
- A brief description of type and extent of services provided.
- Completion dates (estimated, if not yet completed).
- Total costs of the projects.
- The Firm shall maintain an office staffed with qualified technical and field personnel.
- The Firm shall provide a list of rigs, equipment, etc., owned by the Firm and available to do this work.

There should be included in the section brief resumes of key personnel who will provide these services demonstrating their qualifications and experience. Resumes should highlight education, relevant experience, licenses, and specific responsibilities for services described.

4. Fee Proposal

All Firms shall provide complete cost and billing schedules of current hourly billing rates for each of the specialized skills, materials, and support services in Attachment "B".

A work program together with a breakdown of labor hours by employee billing classification together with the cost of non-labor and sub-contractor services shall be included with the fee proposal. The labor breakdown shall be compiled based upon a listing of work tasks that correlates with the Firms defined scope of work for the project proposal. This information will be used by the District staff to evaluate the reasonableness of the fee proposal and may be used in negotiating the final fee

amounts for the contract agreement.

The Firms will be ranked and the District shall select the one or two top ranked Firms, at the sole discretion of the District, and enter into contracts for the on-call, as-needed services described above.

The District will negotiate the final fee with the top ranked Firm(s).

Reimbursable expenses shall not be allowed unless negotiated prior to a contract.

Price escalations during the contract term are disfavored and will not be allowed unless negotiated prior to execution of contract.

The Firm shall prepare progress billings, reflective of the project schedule and the scope of work completed, by line item and description.

GENERAL REQUIREMENTS

1. Proposals

Proposals must be submitted on blank forms prepared and furnished with this Request for Proposals, for that purpose. Contractors may obtain copies of the specifications through the District's Planet Bids (PB) electronic bidding system. Only proposals submitted in electronic format through the District's PB site will be accepted.

2. Prevailing Wages

Contractors on this Work will be required to comply with the President's Executive Order No. 11246 (Equal Employment Opportunity Clause) as amended, California Government Code Section 12900 et. seq., California Labor Code Section 177.6 and implementing regulations concerning equal opportunity for Apprentices.

The Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general rate for holiday and over-time work in the locality in which the work is to be performed for each craft or type of workmen needed to execute the Contract of Work as hereinafter set forth (see Labor Code 1770 et. seq., effective January 1, 1977). Copies of the rates are available online at <http://www.dir.ca.gov/oprl>. The successful Contractor shall provide a copy of such determinations to each crew working on this maintenance contract. Attention is called to the fact that not less than the minimum salaries and wages shall be paid on these Projects by all Contractors and Subcontractors.

Pursuant to Section 1740 of the California Labor Code, contractors are notified that the said wage rates shall be subject to modification to comply with revisions in Federal Minimum Wage schedules without necessity of republication.

3. Department of Industrial Relations Compliance

West Valley Water District requires all contractors/vendors to be registered with the State of California Department of Industrial Relations (DIR). This provision applies to all public works contracts in excess of \$15,000 or more. *Public Works* is defined as “construction, alteration, demolition and installation, or repair work (including maintenance) performed under a contract utilizing public funds.” **All bidders or contractors must provide proof of registration with the DIR in their proposals or the bid will be rejected.**

4. Workers Compensation Clause

The Contractor and its Subcontractor(s) shall comply with the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code.

5. Payment

Payments will be made to the Contractor in accordance with the provisions of the specifications and on itemized estimates duly certified by the Contractor and approved by the District. Payment shall not be made more often than once each thirty (30) days.

6. Award and Execution

The award of contract, if made, will be made within thirty (30) calendar days from the date of the bid opening.

The Contractor shall execute the Agreement within fifteen (15) days from the date of the Notice of Award.

The Contractor shall receive the Notice to Proceed within ten (10) days from the date of the execution of the Agreement by the District and shall commence the maintenance work 10 days from the date of the Notice to Proceed. If at any time the Contractor fails to perform the scheduled work, the District shall be notified in writing of the reason why the work was not performed and an alternate date scheduled with the District’s Maintenance Supervisor. If the Contractor fails to perform the scheduled maintenance for more than thirty days, they will be notified in writing of the District’s intent to terminate the contract.

The District hereby reserves the right to reject any and all proposals or to waive any irregularity. No bidder may withdraw his bid and the bid is to remain firm for a period of ninety (90) days after bid opening.

7. Contractual Documents

Contractual Documents, including specifications, may be downloaded through the

District's Planet Bids (PB) System.

EVALUATION PROCESS AND SELECTION CRITERIA

The District's evaluation and selection process is based upon Qualifications Based Selection (QBS) for professional services. The following criteria will be used in evaluating the proposals using a point value system (100 points) based upon the weighting indicated below:

1. Qualifications and experience of the project manager and other key individuals. (10 points)
2. Capability to perform necessary tasks, resolve problems, warranty, safety records, timeliness of repairs, and maintain a full service shop with all necessary equipment required for well rehabilitation and treatment projects. (25 points)
3. Results of reference checks. (5 points)
4. Quality of proposal including compliance with proposal requirements and ability of firm to supply correct parts. (10 points)
5. Rationality of firm's fee schedule. (50 points)

District staff will rank the responsive Firms and District staff will negotiate a contract with one or two top ranked Firms, at the sole discretion of the District. Should District staff be unable to negotiate a satisfactory contract with one or more of those Firms, the District staff will terminate negotiations and may continue the negotiation process with the next most qualified Firm in the order of their evaluation ranking until an agreement is reached with the number of Firms desired by the District.

Please refrain from making any verbal inquiries and requests for a formal debriefing related to the subject RFP until the West Valley Water District completes the ongoing contract process.

ATTACHMENTS

Attachment A – Billing Schedule and Hourly Rates

Attachment B – Sample Agreement

Attachment C – Insurance and Indemnification Requirements

ATTACHMENT A

Billing Schedule and Hourly Rates

Name of Firm: _____

Billing Schedules and Hourly Rates

APPLICABLE HOURLY RATES – WEEKDAYS

1.	General Pump Pulling and Installation	
	Mobilization & Demobilization	\$ LS*
	Two (2) men, rig, and service truck	\$ /hr
	Each additional employee	\$ /hr
2.	Well Rehabilitation	
	Mobilization & Demobilization	\$ LS*
3.	Well Repair – Well Tear Down & Inspection	
	Two (2) men comb. Rig service truck	\$ /hr
	Rebuild Bowl (Estimated hours:_____)	\$ /hr
4.	Well Cleanout Work	
	Cable tool method (wire brush)	\$ /hr
	Two (2) men comb. Rig service truck	
	Airlift method	
	Two (2) men, rig and service truck	\$ /hr
	Air compressor charge	\$ /hr
5.	Crane: 40-ton with two (2) men	\$ /hr
6.	Rotary Crane	
	One (1) man and hydraulic crane – 5-ton	\$ /hr
	One (1) man and hydraulic crane – 8-ton	\$ /hr
	One (1) man and rotary crane – 10-ton	\$ /hr
7.	Field & Technical Services	
	One (1) man and delivery truck	\$ /hr
	One (1) man and service truck	\$ /hr
	Two (2) men and service truck	\$ /hr
	Two (2) men and welding truck	\$ /hr
	Electrician	\$ /hr
	Engineering	\$ /hr
	Hydrologist	\$ /hr
8.	Shop Labor	
	General shop labor	\$ /hr
	Premium shop labor	\$ /hr
	Machine shop labor	\$ /hr

	Metal spray labor	\$	/hr
	Welding shop labor	\$	/hr
9.	Closed Circuit Well Television with DVD copies	\$	LS*
10.	Wire brush, Bail Well, or Swab rental	\$	/hr
11.	NPDES Compliance (Baker Tanks, Neutralizing Equip., Lab Fees, Fabrication)	\$	LS*

*LS = Lump Sum

EXHIBIT B



159 N. ACACIA STREET * SAN DIMAS, CA 91773

PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215

www.genpump.com

WELL & PUMP SERVICE SINCE 1952

Lic. #496765

Serving Southern California and Central Coast

Request for Proposal

As-Needed Services for Well & Booster Maintenance and Repairs 2021

March 22, 2021 @ 5:00 PM

Prepared by

**Tom Nanchy
Sr. Project Manager / Project Engineer
General Pump Company, Inc.**

For The

West Valley Water District

**855 West Baseline Road
Rialto, CA 92376**



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Serving Southern California and Central Coast

West Valley Water District
855 W. Baseline Road
Rialto, California 92377

March 22, 2021

Subject: Cover Letter: As-Needed Services for Well and Booster Maintenance and Repair

General Pump Company, Inc.(GPC) is pleased to provide our proposal for the referenced program. This cover letter is intended to provide a summation of our qualifications and clarifications associated with our proposal and capabilities for this project.

GPC has been in business for 69 years and is specifically located in San Dimas and Camarillo, California. It is now and has always been our business practice to fully comply with all applicable State and Federal Reporting requirements regarding our employee's safety, employment reporting, and customer focus. Note that GPC does not drill wells. We have a number of employees that have significant well drilling experience; however, we decided many years ago to be the premium well and pump maintenance service business and focus 100% of our experience on being the industry leader for well and pump maintenance.

In addition to the minimum requirements of the RFP, GPC maintains the highest Safety Rating for our Industry is the ONLY well and pump service company to be selected by the Oil Refineries based on our Safety Program and Ratings.

GPC has more in-house "Maintenance Contracts" associated with well and pump services than all our competition combined. Many of the Maintenance programs continue to be extended year after year because of our focused performance on efficiency of well and pumps and our in-house knowledge and experience that allows us to design specific rehabilitation or maintenance services based on a variety of conditions that may face specific issues within wells and pumps or controls. We can provide references to these facts if requested.

We have included forms and documents in this proposal that reflect our commitment to be the industry leader related to well and pumps maintenance and service.

Both of our facilities in California have in-house engineering and machining services and GPC manufactures our own pumps and equipment. We are the ONLY pump service company that disassembles all customer pumps and/or all new pumps and inspects 100% of them before they are re-assembled and installed in a system or well. Our Quality Control provides us the ability to correct issues before they are realized in the system.



Additional Information:

1. General Pump Company Inc has been in the water well and pump service business since 1952. Our business focuses on the pump and well maintenance portion of the industry and we do not drill wells.
2. Several of our Project Manager also have Engineering Degrees or Professional Geologist Licenses. The Project Manager assigned to this project would be Tom Nanchy who has the required certifications for Pump Installer and OSHA Training
3. We have included a copy of our C-57 Licenses.
4. The Project Manager team assigned to this project maintains an OSHA and HAZWOPPER certificate of training and copies are provided.
5. Tom Nanchy maintains his NGWA Certification as a Certified Pump Installer and copies are provided.
6. GPC is following the State of California Cal/OSHA regulations and maintain our Illness Prevention Program

If you have any questions or need additional information, please do not hesitate to contact us.

Thank you and we look forward to continuing working with the West Valley Water District in the very near future.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tom Nanchy', is written over the printed name and title.

Tom Nanchy
Sr. Project Manager

GENERAL PUMP COMPANY, INC.

Name of Firm: General Pump Company, Inc.

Billing Schedules and Hourly Rates

APPLICABLE HOURLY RATES – WEEKDAYS

1.	General Pump Pulling and Installation		
	Mobilization & Demobilization	\$ 200	LS*
	Two (2) men, rig, and service truck	\$ 260	/hr
	Each additional employee	\$ 75	/hr
2.	Well Rehabilitation		
	Mobilization & Demobilization	\$ 200	LS*
3.	Well Repair – Well Tear Down & Inspection		
	Two (2) men comb. Rig service truck	\$ 260	/hr
	Rebuild Bowl (Estimated hours: 30)	\$ 90	/hr
4.	Well Cleanout Work		
	Cable tool method (wire brush)	\$ 260	/hr
	Two (2) men comb. Rig service truck		
	Airlift method		
	Two (2) men, rig and service truck	\$ 260	/hr
	Air compressor charge	\$ 21	/hr
5.	Crane: 40-ton with two (2) men	\$ 290	/hr
6.	Rotary Crane		
	One (1) man and hydraulic crane – 5-ton	\$ 90	/hr
	One (1) man and hydraulic crane – 8-ton	\$ 95	/hr
	One (1) man and rotary crane – 10-ton	\$ 170	/hr
7.	Field & Technical Services		
	One (1) man and delivery truck	\$ 50	/hr
	One (1) man and service truck	\$ 140	/hr
	Two (2) men and service truck	\$ 215	/hr
	Two (2) men and welding truck	\$ 215	/hr
	Electrician	\$ 140	/hr
	Engineering	\$ 10	/hr
	Hydrologist	\$ 10	/hr
8.	Shop Labor		
	General shop labor	\$ 85	/hr
	Premium shop labor	\$ 90	/hr
	Machine shop labor	\$ 90	/hr

	Metal spray labor	\$ 60	/hr
	Welding shop labor	\$ 90	/hr
9.	Closed Circuit Well Television with DVD copies	\$ 1,000	LS*
10.	Wire brush, Bail Well, or Swab rental	\$ 260	/hr
11.	NPDES Compliance (Baker Tanks, Neutralizing Equip., Lab Fees, Fabrication)	\$ 2,500	LS*

*LS = Lump Sum



QUALIFICATIONS, EXPERIENCE, AND UNDERSTANDING OF THE PROJECT

CAPABILITIES

General Pump Company, Inc. is a Professional Well Redevelopment and Pump Equipment contractor located in San Dimas and Camarillo, California. The Engineering staff, field support and service crews, and office support staff are 100% dedicated to well evaluation and rehabilitation, and pump equipment evaluation and services.

The technical staff at General Pump Company, Inc. has worked in almost every aspect of the well and pump industries. This diverse experience provided us with unique qualifications to serve our customers and provide them with solution-oriented approaches to get their system back into operation. Our engineers and Hydrogeologist have all worked in the drilling and design segment of the water, and/or oil and gas industries, and many of our shop and support technicians have worked for major pump manufactures.

General Pump Company, Inc. employs only experienced Engineers, Hydrogeologist and Technical Field Personnel that can offer Customers assistance in the following areas:

- Assess Well Yields to Minimize Operating and Maintenance Costs
- Determine the Efficiency of Production and ASR Wells and Pumps
- Engineered Pump and Well Equipment
- Pump Facility Design and Construction / Booster Facility Design and Construction
- Pipeline Design and Construction
- Appropriate Mechanical and Chemical Redevelopment
- Periodic Monitor and Maintenance Programs
- Water Quality and Production Solutions / Well System Optimization
- Engineered Pump Suctions
- Pump and Motor Repair / Custom Pump Design and Machining
- Electrical, SCADA and Transducer Support
- Casing Repair and Swedging
- Video and Geophysical Logging Support

General Pump Company, Inc., an Engineering Service Company, is dedicated to supporting the ongoing needs of the Water Industry, and committed to providing:

- Solution-oriented engineering using problem-solving techniques by degreed Engineers with diverse well system and groundwater experience, and pump application engineers from major pump manufacturing companies.
- Full-time machine shop, staffed with experienced personnel capable of building and repairing standard and custom pump equipment and specialty products.
- Self-contained chemical trailers to include safety support and operational controls.
- Trained and certified operators for periodic monitoring and maintenance programs.
- In-house training facility and training programs for customers and our own personnel.
- Strong project and construction management for any size project.
- Instant communications with cellular radio/phones for all staff, engineering, technical, field and shop personnel, resulting in better services at a reduced risk and overall cost.
- Modern, safe and reliable equipment with the **Only Telescoping Well Rigs with Spudders** in the industry which are required for effective redevelopment of wells in pump houses.



SAFETY

Safety is paramount when men and equipment are involved. A good safety record is important along with adequate insurance and bonding. General Pump Company, Inc. has the best safety record in Southern California for the water well and pump rehabilitation business. Over the past years, General Pump Company, Inc. has had minimal loss of time for work related injuries

ANNUAL CONTRACTS

Award of an Annual Contract is a great honor and to have an Annual Contract renewed year after year is the greatest complement to a service company. It proves that the contractor has met or exceeded the customers' set goals and expectations. General Pump Company, Inc. has been selected by over 45 cities in Southern California to maintain their well and pumping systems. We have more Annual Contracts with cities than all our competitors combined. Additionally, General Pump Company, Inc. is the primary contractor or sole-source contractor for 15 private utilities and water districts. Most of these are multi-year contracts having been renewed several times over.

MACHINE SHOP CAPABILITIES

General Pump Company, Inc. is the only well and pump Service Company in Southern California that builds 100% of our bowl assemblies. This level of expertise, along with our in-house machining, allows us to supply or repair with a greater level of knowledge that your pump equipment will be reliable and efficient.

Our repair and fabrication facility maintains the most complete line of lathes, welding and associated machining tools.

General Pump Company, Inc. has an expansive repair and fabrication facility. This facility has proven to be invaluable during our 69 years of business, since many pump and motor repairs require a strong interface between machining, welding and electrical support in order to be completed. We have three major groups within our repair and fabrication facility that allow us to serve your needs in a variety of ways:

- **Fabrication and Machining:** Including lathes, milling machines, grinders, balancing machines, flame welding, gas and electric welding, heli-arc, etc. We perform welding on steel, aluminum, brass, cast iron, resurfacing, and custom work.

We repair all types of pumps by all manufacturers in our facility up to approximately 24-inch impeller diameter for single and multi-stage Horizontal Pumps and 30-inch diameter for Vertical Turbine Pumps.

- **Assembly:** In general, the pumps we supply are designed and manufactured by General Pump Company at one of our Engineering Service Centers. Assembly of pumps assures the highest quality product, with the assurance that it is built correctly and will meet the design criteria specified.
- **Field Services:** This service has helped us establish ourselves as well and pump problem solvers since many operational problems can be traced to poor installation practices. Having the proper diagnostic equipment and knowing how to use it distinguishes us as "The Leader in Well and Pump Services".



MACHINE SHOP CAPABILITIES (Continued)

Precision Alignment - We've invested in the latest Precision Alignment technology and have established a growing list of customers who use us for these services.

Removal, Installation, Mechanical and Startup - We perform field-testing, removal, installation and machining services to offer a turnkey pump service.

General Pump Company, Inc. can provide you with high quality workmanship to meet your water supply needs. Our highly skilled employees can also perform repairs on many types of well and booster pumps.

Pump Repair

Booster
End Suction
Horizontal Split Case
Vertical Turbine
Right-Angle Drive

Machine Shop

Shaft Manufactured:

Pumps & Motors, Precision
Straightening, Electrical Motors

Sleeves Made:

Bronze, Mild Steel, Stainless
Steel

Threads and Tapping

Impeller Rebuilding

Balancing, Trimmed
Eyes & Flanges

Mechanical Seals

Re-Machine Seat, High
Pressure, High
High Temperature

Electric Motors

New & Overhauled, Rewound,
Balanced, Custom Bases,
Shaft Repaired Upgrades

EQUIPMENT AND FIELD SERVICE

General Pump Company, Inc. maintains a full service machine shop, clean and safe rigs and cranes are a minimum requirement for reliability, quality workmanship and safety.

General Pump Company, Inc. has several trucks fully loaded with essential equipment to handle many urgent repairs in the field. Our well and pump service crews are always ready and willing to assist your Water Utility with making a repair to keep your well and booster facilities running. Just let us know and we will be on the way, ready to provide you with the highest quality service available.

General Pump Company, Inc. has the newest fleet of rigs and equipment in Southern California. Maintenance and repairs are made at our San Dimas and Camarillo Facilities to make sure our field operations can safely and efficiently respond to our customer's needs. Below are the benefits to our customers.

- Reliable work - In water emergencies, it is important that this large equipment is ready to respond without breakdowns.
- Safety - Our new equipment is not likely to malfunction resulting in major damage or possible injuries.
- The most up-to-date equipment to assemble the Customers' pumps.

General Pump Company, Inc. has the only telescoping pump rigs in Southern California.



General Pump Company, Inc. has chemical treatment equipment with fully operational safety equipment that includes eyewash and shower, along with other special redevelopment tools, which allow General Pump Company, Inc. to perform the most cost-effective cleaning to your wells.

-oOo-



KEY PERSONNEL

KEY PERSONNEL

MICHAEL G. BODART, PRESIDENT / DIRECTOR OF ENGINEERING

Academic Background	University of Missouri - Bachelor of Science in Civil Engineering Post Graduate C.E. Courses in Geohydrology, University of Southern California
Certifications	1999-Byron Jackson Training Certificate 1998-Grade 1 & 2 Distribution and Treatment Certificates 1998-Engineering "A" License 1995-Dale Carnegie Course 1995-Mackay Pump Rehabilitation Certificate 1992-Golden State Pump Technical Training Certificate 1990-Completed Graduate C.E. Courses in Geohydrology at U.S.C. 1986-Layne & Bowler Pump School Certification 1986-Baroid 1-week Drilling Fluid Technology Course Certification 1985-National Water Works Correspondence Course Certification
Professional Present Experience	<u>General Pump Company, Inc.</u> - President / Director of Engineering - 1993- <u>Layne Western</u> - Regional Engineering and Sales Manager (4 offices) <u>Federal Highway Administration</u> - Civil Engineer
Professional Presentations	Michael G. Bodart (Mike Bodart) is recognized as an expert in the field of pump engineering and well rehabilitation in southern California. He has been invited to speak for numerous professional water related associations and conventions. Has been speaking professionally for more than 34 years and has presented in nationally known associations such as AWWA, Tri-State, Southern California Water Utility Association, Inland Water Works Association, Groundwater Resources Association and Central Coast Water Association. In 1992, Mike was part of a selected six-person panel of engineers who met in Kansas City to assist in training nationwide engineers in the water well pump business.

THOMAS A. NANCHY, SR. PROJECT MANAGER / PROJECT ENGINEER

	2004-Byron Jackson Training Certificate 1989-Dale Carnegie Course 1992-Golden State Pump Technical Training Certificate 1986-Layne & Bowler Pump School Certification 1994-Baroid 1-week Drilling Fluid Technology Course Certification 1998-National Water Works Correspondence Course Certification 1994-Goulds Pump Course 2020-BNSF Safety Course
Professional Experience	Tom Nanchy, Sr. Project Manager, has been in the well and pump industry for over Forty (40) years. Throughout his professional career, he has been involved with hundreds of well rehabilitations and is highly regarded in the industry. His wide range of experience allows him to solve many difficult well and pump



issues and provide options. He has also spoken at many professional organizations throughout California with regards to well maintenance and well rehabilitations. Tom is AWWA certified pump installer and a certified pump installer for Large Water Systems (NGWA). He is factory trained and certified by Byron Jackson and Cla-Valve. Tom also holds a certificate with the Mine Safety and Health Administration (MSHA).

WALTER "RAY" REECE JR. BSBM-BSBA, GENERAL MANAGER

Professional Experience

Combined over 40 years of experience managing businesses providing well rehabilitation, maintenance, well drilling, coring, pump manufacturing, and investigative drilling in the environmental, mining, energy and water resource industries. Earned two Bachelor of Science degrees in Business Administration and Management including a Finance focus. Identified, developed and negotiated contracts with private, public and governmental agencies to safely and successfully provide well rehabilitation technologies, pump and motor maintenance, drilling and construction services for a variety of applications. Ray has devoted time to technological transfers of information by conducting industry related seminars and guest lecturing at High Schools, Colleges, Universities, SME, AWWA, and the California Nevada American Water Works Association (Cal-NV AWWA).

FERNANDO MUNOZ. OPERATIONS MANAGER

Professional Experience

Over 40 years' experience of quality control to ensure pumps are ready for installation, scheduling and management of shop and field production crews, and day-to-day management of those Company areas.

Certifications Grade 2 - Distribution Certificate
 Grade 2 - Water Treatment Operator

JAMES M. HINSON, SR. APPLICATION ENGINEER

Professional Experience

Over 40 years' experience of pump engineering. Conducts systems analyses, defines new and/or replacement hydraulic requirements, designs to procurement of materials.

LUIS A. BUSSO, P.G., SR. PROJECT GEOLOGIST

Professional Experience

Professional groundwater work for the past 14 years encompassing field monitoring and technical report writing for siting, geologic log analysis, design, construction, pump testing, water quality sampling, and rehabilitation of municipal-supply and irrigation-supply water wells. Combining geological and industry knowledge toward well project developments on behalf of water districts, cities, farmers, and other private owners within Central and Southern



California. He currently works alongside Ray Reece, at General Pump Company's Camarillo facility to design and implement pump and well solutions for the clients in the greater Santa Barbara and Ventura Counties.

Academic

Background University of California Santa Barbara – Bachelor of Science in Geologic Studies

MARK HAAS, PROJECT MANAGER

Professional

Background Professional background includes 18 years' experience within the well and pump industry. His experience includes Field Service Technician, AirBurst® Operations to include R & D for Frazier Industries and Bolt, Technologies for air gun operations and functionality and Certified Crane Operator.

MICHAEL R. GARCIA, PROJECT ENGINEER

Professional

Background Work alongside Project Manager to ensure progression and completion of pump projects. Review project specifications and prepare documents for engineered projects including as-built drawings and field crew instructions. Assist in project coordination and communication between field crews, vendors, and customers.

Academic

Background Loyola Marymount University, Los Angeles-Master of Science in Mechanical Engr.
University of Redlands, Redlands - Bachelor of Science in Physics

DANIEL J. PICHARDO, PROJECT ENGINEER

Professional

Background Coordinate with project managers, operations manager, and senior applications engineer for materials procurement for all existing projects. Communicate with vendors and customers for timely delivery. Maintain safety manuals for continued safety compliance.

Academic

Background Seattle University - Bachelor of Science, Civil Engineering, Mathematics Minor

J. ALFREDO ("FREDDY") RAMIREZ, PROJECT MANAGER

Professional

Background Professional background includes 23 years' experience within the well and pump industry. His experience includes designing complete pump assemblies, performing well rehabs, well destructions as well as welding. His wide range of experience allows him to have knowledge in multiple fields in the industry.



TEAM ORGANIZATION

Step 1: Calls for service are taken by one of our engineers. This step is important and based on the issue may require further field inspections, testing, evaluation of data (City and GPC), and a meeting with one of our experienced engineers.

Based on our evaluation, we will submit options for the City to consider. Each option requires a discussion of ***Risk, Benefit, and Cost***. As more information and test data becomes available, the course of action may change. Each change requires GPC's engineers to reevaluate and discuss options.

President/Director of Engineering (34 plus years' experience): General oversight of all GPC projects and project management team, and engineering.

Project Managers / Engineers (30-40 years' experience) (Outside): Meet with customers, prepare solutions and options, and evaluate system problems along with pump and well problems.

Project Managers / Engineers (5-15 years of experience) (Inside): Answer customer's technical questions, perform engineering, support outside project managers / engineers, and work closely with our field foremen, job plans and schedules.

Operation Manager (40 years of experience): General oversight of field and shop operations; includes quality control, technical assistance, and equipment allocations for projects.

Senior Pump Engineer (40 years of experience): Performs detailed engineering evaluations, pump inspections, and submits recommendations to project managers / engineers.

Professional Geologist (12 years of experience): Reviews well rehabilitation processes, down hole testing, and submits recommendations.

Field Technicians, Foremen, Electricians, Certified Welders, Certified Crane Operators, and 40-hour HAZMAT certified (10-30 years experience): Play an important role in the job planning, inspections, quality control, and solutions to the issues being discussed.

General Pump Company acquires only professional and experienced personnel to service our customers.



OTHER KEY FACTS ABOUT GENERAL PUMP COMPANY

Although General Pump Company has the largest list of City Contracts, we also have close relationships with many Cities, Water Districts, and private water companies.

Seminars – General Pump Company is responsible for giving out thousands of Continuing Education Units (CEUs). General Pump Company sponsors many of these classes and is also invited speakers for many water associations. Teaching our customers how to protect their greatest capital assets (water systems) is part of our programs to help Southern California Cities become more cost effective in their water operations.

Byron Jackson (Flowserve Corp) – Byron Jackson submersible pumps have a unique design that requires a high degree of understanding. General Pump Company is one of two companies that are certified to sell and service BJ pumps and motors. This equipment must be purchased by a local dealer. BJ pumps are manufactured by Flowserve Corporation. There are no equals to the construction of these heavy duty pumps and motors. BJ pumps have been used for City water systems in the U.S. for over 100 years. General Pump has been working with these pumps for over 60 years in Southern California. The City of South Pasadena utilizes Byron Jackson pumps.

Safety - Safety is paramount when men and equipment are involved. A good safety record is important along with adequate insurance and bonding. General Pump Company, Inc. has the best safety record in Southern California for the water well and pump rehabilitation business. Over the past seven years, General Pump Company, Inc. has had minimal loss of time for work related injuries.

Response Time - The location of a full service pump facility can play a large role in our ability to respond, but also can substantially decrease or increase the cost of a project due to the hours spent hauling equipment to and from your sites. In summary, a 20-mile further commute will typically add about 20% higher cost for all field work.

AirBurst® - AirBurst® Technology is recognized throughout the United States as being one of the most effective development tools that can be used for high capacity wells. When Frazier Industries looked to expand their process into Southern California, they decided to team up with General Pump Company. General Pump Company performs more than 98% of all AirBurst® procedures in Southern California. This process has successfully cleaned the Cities' wells for over ten (10) years.



QUALITY

THE "GENERAL PUMP" WAY

- ☐ Two (2) Pump Engineering Centers to better serve the Southern California region San Dimas and Camarillo – General Pump does not drill wells, therefore 100% of our 67 years of expertise has been dedicated to well and pump rehabilitation.
- ☐ More Annual Maintenance Contracts (with renewal option) than all of our competitors combined for the Southern California region.
- ☐ Key Management Personnel as well as Qualified Technical and Support Personnel.
- ☐ Maintains a full-service machine shop, clean and safe rigs and cranes which provides for reliability, quality workmanship and safety. Also utilizes specialized equipment for chemical treatments.
- ☐ Water Flush Pumps - Various cities and water districts operate this special type of pump. General Pump engineered the pump and uses proprietary parts, which are manufactured in our San Dimas Facility.
- ☐ Certified to sell and service Byron Jackson pumps and motors in Southern California.
- ☐ Competitive prices per our Published Rate Schedule. Discounted rates for all annual contracts. Engineering services are *included* in our rates. All repairs include a one-year warranty for *workmanship, material, and Engineering*.
- ☐ Performs more than 98% of all AirBurst® procedures in Southern California. AirBurst® has successfully cleaned the Cities' wells without damaging the well screens.
- ☐ Utilizes a unique Well Profiling process to help solve well problems from sanding, lost production, and water quality issues. Our goal is to evaluate issues prior to pulling pump equipment.
- ☐ Responsible for giving out thousands of Continuing Education Units (CEUs) through our seminars.
- ☐ Best safety record in the industry.



Water Well Solutions

Water Well Solutions proudly represents "AirBurst® Technology" as an innovative water well rehabilitation technology. AirBurst® is a proven, comprehensive rehabilitation and development process for all types of water wells.

Water Well Solutions continues to be a leader in the well rehabilitation field. As an original AirBurst® licensee, we assisted in the initial development of the process, and continue to pursue innovative ways to enhance the technology. Our cutting edge approach has provided our clients with hundreds of successful applications (references available upon request).

Water Well Solutions is the authorized dealer for AirBurst® throughout the Midwest.

Water Well Solutions Illinois Division, LLC.
44W158 Keslinger Rd. Elburn, IL 60119
888-769-9009 • Fax 920-474-4771

Water Well Solutions Service Group, Inc.
N87 W36051 Mapleton St.
Oconomowoc, WI 53066
888-769-9009 • Fax 920-474-4771
www.WWSSG.com
E-mail: info@WWSSG.com



Water Well Solutions

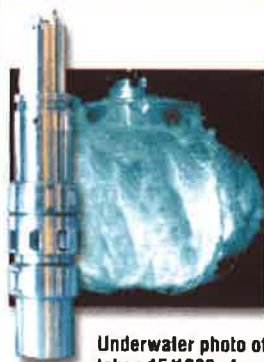
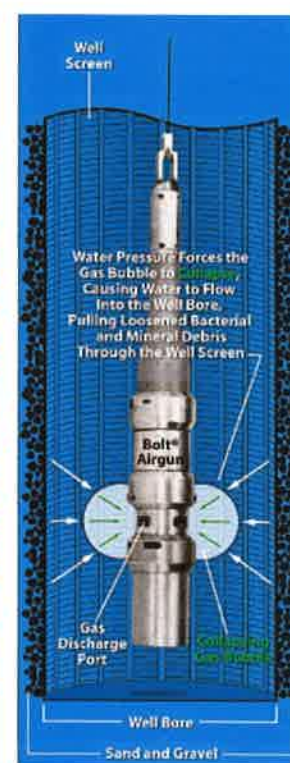
BI-PRODUCT – RESIDUALS – EXPLOSIVES FREE

AIRBURST®

Technology

**Your Exclusive and
Only Licensed AIRBURST® Provider
in Wisconsin and Northern Illinois!**

**The Powerful Rehabilitation and
Development Process for all Water Well Types.**



Underwater photo of Bolt Air Gun
taken 15/1000 of a second after firing

**NO CHEMICALS
NO EXPLOSIVES
ENVIRONMENTALLY
FRIENDLY**

**Compressed air or
inert gas** are the
sources of **AIRBURST®**
energy, providing an
effective and responsible
green alternative to
other methods.

MORE BANG FOR YOUR BUCK!

AIRBURST®

AirBurst is an All-American based technology and is a one of a kind patented process that uses high pressure air or inert gas to stimulate selected zones within the formation and generates high-energy pressure pulses in the well. This energy generates acoustic waves that break up and remove mineral scales, silts, sedimentation and bio-films from the bore hole wall or well screen. With the energy being released at 15/1000 of a second after firing, it generates an air bubble that expands and collapses inside the well. This provides a intense surging action that generates a mechanical cleaning of the well as the bubble expands and collapses. As the bubble collapse, it creates a negative pressure zone in the well that pulls in mineral and biological debris dislodged during the process for easy removal with a bailer.

AIRBURST® Advantages

A single AirBurst® air gun has numerous interchangeable firing chambers to assure you of a tailored fit in any well of any construction. We have 7 different air guns and 22 chambers available.

ONLY AirBurst® electronically and precisely controls the air gun energy discharge to allow dislodged debris to settle before the next burst occurs. Electronic firing puts the energy control in the hands of our technician. Only AirBurst® can deliver the exact number of bursts per foot at the desired pressure and at the exact location within the well.

AirBurst® gun ports are also designed to provide maximum energy release by maximizing port area and internal throat size to the ports. The energy range we have available is 2 grains of TNT to 910 grains (2 pounds). We have the right tools for the smallest and most fragile well to the big tools needed to develop rock wall wells. Precise pressure regulation allows the AirBurst® process to develop sustainable, controlled and exactly repeatable energy discharges to create a constant energy level to be maintained as the air gun is raised in the well and the hydrostatic pressure decreases. No guess work with AirBurst®.

No One Compares to the Power of AirBurst®:

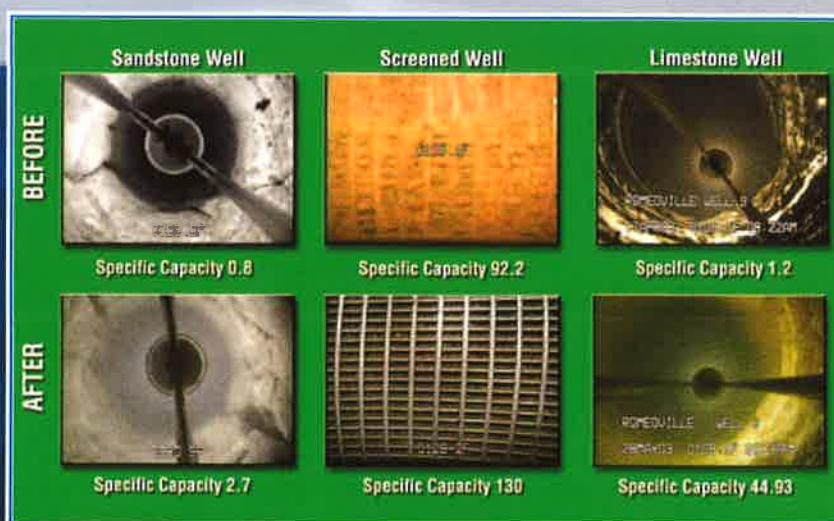
AirBurst® Model	5500LL	2800LL	1900LL&B	1500C
Chamber sizes (cu. in.)	1 – 40	20 – 120	20 – 200	500
Max Working Pressure (psi)	2,500	2,500	3,000	3,000
Pulse Frequency and Pressure	Operator Controlled	Operator Controlled	Operator Controlled	Operator Controlled
Max. Pulse Energy @ 3000psi.	27 grams TNT	68 grams TNT	109 grams TNT	273 grams TNT

Water Well Solutions Illinois Division, LLC.
44W158 Keslinger Rd. Elburn, IL 60119
888-769-9009 • Fax 920-474-4771

Water Well Solutions Service Group, Inc.
N87 W36051 Mapleton St., Oconomowoc, WI 53066
888-769-9009 • Fax 920-474-4771
www.WWSSG.com E-mail: info@WWSSG.com



Water Well Solutions





Drill & Press



Vertical Turret Lathe Machine



General Pump manufactures most of our parts, which reduces cost, saves time, and improves quality. A 60-year collection of spare parts. If one pump is obsolete, there is a good chance we can find what we need or make it. Customer's equipment is temporarily stored for your inspection.





We repair your shafts with special pneumatic tools.



A staff of five maintains our rigs and equipment to make sure our equipment is safe and reliable.



AirBurst® Equipment - A "Patented Process"



GPC is the only Southern California Pump Service Company to own and operate a CNC machine. Why? Higher quality parts, faster, and at a lower cost.



Welding & Fabrication Shop

Our "primary" pipe fitter/welder is a certified welder with over 30 years' experience.



Steam Cleaning



Sandblaster



Electrical



30 -Ton Truck



375 Compressor



500HP Diesel Engine



40-Ton Crane

Utility Truck



159 N. ACACIA STREET * SAN DIMAS, CA 91773

PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215

www.genpump.com

WELL & PUMP SERVICE SINCE 1952*Serving Southern California and Central Coast*

Lic. #496765

Well Preventative Maintenance Contracts

<u>Client References</u>	<u>Project</u>	<u>Work Description</u>	<u>Period</u>	<u>Project Cost</u>
City of Arcadia 240 W. Huntington Drive Arcadia, CA 91066 Contact: Tom Tait Ofc: 626-256-6554	Well & Booster Preventative Maintenance	Well & Booster Preventative Maintenance	Aug. 2019- Present	\$ 137,550.00
City of Glendora 116 E. Foothill Blvd. Glendora, CA 91740 Contact: Steve Patton Ofc: 626-914-8200	Well & Booster Maintenance	Well & Booster Preventative Maintenance	June 2017-December 2019	\$102,000.00
City of Santa Monica 1228 South Bundy Drive Los Angeles, CA 90025 Contact: Gary Rickinick Ofc: 310-458-8411	Water Well & Pump Maintenance	Water Well & Pump Maintenance	July 2018-July 2023	\$218,000.00
City of Orange 189 South Water Street Orange, CA 92866 Contact: Son Tran Ofc: 714-288-2497	Well Maintenance and Repairs	Well Maintenance and Repairs	July 2018-July 2021	\$1,224.160.00
City of Monterey Park 2657 N. Delta Avenue Rosemead, CA 91770 Contact: Ralph Martinez Ofc: 626-280-5552	Well & Booster Maintenance	Well & Booster Preventative Maintenance	Jan 2017. – Jan 2022	\$400,000.00
General Pump Company has more Annual Maintenance Contracts in Southern California than all our competitors combined.				



159 N. ACACIA STREET * SAN DIMAS, CA 91773

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www.genpump.com

WELL & PUMP SERVICE SINCE 1952

Lic. #496765

*Serving Southern California and Central Coast***Similar Well and Pump Rehab Projects**

<u>Client References</u>	<u>Project</u>	<u>Work Description</u>	<u>Period</u>	<u>Project Cost</u>
City of Colton 160 South 10 th Street Colton, CA 92324 Contact: Mike Cory Ofc: 909-370-6101	Well 31	Well Rehabilitation	Jan - April 2020	\$126,324
City of Ontario 1425 South Bon View Ontario, CA 91762 Contact: Chris Bonadurer Ofc: 909-395-2696	Well 43	Well Rehabilitation	Nov 2019- April 2020	\$119,560
City of South Gate 8650 California Ave South Gate, CA 90280 Contact: Ana Ananda Ofc: 323-563-9500	Well 28	Well Rehabilitation	Oct - Dec 2019	\$192,120
City of Orange 189 South Water Street Orange, CA 92866 Contact: Son Tran Ofc: 714-288-2497	Well 20	Well & Pump Rehab	Sept – Oct 2019	\$131,000
Western Municipal WD 14205 Meridian Pkwy Riverside, CA 92518 Contact: Fakhri Manghi Ofc: 951-571-7290	Arlington Desalter Well 1	Well & Pump Rehab	Feb- June 2019	\$188,807
City of Anaheim 909 East Vermont Ave Anaheim, CA 92805 Contact: Mark Adams Ofc: 714-765-4311	Well 41	Well Redevelopment; Pump Rehab	March 2018- June 2019	\$164,894
Elsinore Valley WD 31315 Chaney Street Lake Elsinore, CA 92530 Contact: John Manhard Ofc: 915-674-3146	Summerly Well	Well & Pump Rehab	July 2018- June 2019	\$341,882
Additional References Available Upon Request				

Section 4 – (22)



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **496765** Entity **CORP**
Business Name **GENERAL PUMP COMPANY INC**

Classification(s) **C57 C61/D21 A**

Expiration Date **08/31/2022**

www.csib.ca.gov





APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Renewal

Period: July 1, 2019 – June 30, 2022

Contractor Information

Contractor Name: GENERAL PUMP COMPANY, INC.

Trade Name:

License Type Number: 1000002769

Contractor Physical Address

Physical Business Country: United States of America

Physical Business Address: 159 N. ACACIA ST.

Physical Business City/ Province: SAN DIMAS

Physical Business State: CA

Physical Business Postal Code: 91773

Contractor Mailing Address

Mailing Business Country:

Mailing Business Address:

Mailing Business City/ Province:

Mailing Business State:

Mailing Business Postal Code:

Contact Info

Daytime Phone:

Mobile Phone:

Daytime Phone Ext.:

Business Email: gcampbell@genpump.com

Applicant's Email: asantacruz@genpump.com

Workers' Compensation

Professional Employer Organization (PEO)

Do you lease employees through Professional Employer Organization? No

Workers' Compensation Overview

Insured by carrier

Carrier: TRAVELERS PROPERTY
CASUALTY INSURANCE
COMPANY

Inception Date: June 1, 2017

Policyholder Name: GENERAL PUMP COMPANY,
INC.

Expiration Date: May 30, 2018

Policy Number: PJUB-5946N79-9-16

Certification

- Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award
- Yes I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.
- Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.

I understand refunds are not authorized

I, Allison Santa Cruz, the undersigned, am , GENERAL PUMP COMPANY, INC. with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 5/24/2019 8:51:18 AM

Legal Entity Information

Legal Entity Type: Corporation

Name: GENERAL PUMP COMPANY, INC.

Risk Summary Report**Bureau Number: 1-34-56-34****Date Created: April 20, 2020****Risk's Primary Name and Mailing Address:**

GENERAL PUMP CO INC
159 NORTH ACACIA STREET
SAN DIMAS, CA 91773-0000

Experience Modification(s) -- last 10 years:

Rating Year	X-Mod	X-Mod Status	Rerate
2020	78	Published	0
2019	55	Published	0
2018	58	Published	0
2017	59	Published	0
2016	62	Published	0
2015	63	Published	0
2014	65	Published	0
2013	64	Published	0
2012	72	Published	0
2011	70	Published	0

Classification developing the most payroll during current Experience Period

Class Code	Inspected	Description
3612	Yes	Pump/Hydraulic Apparatus Mfg/Repair

WCIRB Assigned Classification(s):

Class Code	Suffix	Inspected	Description
3612	00	Yes	Pump/Hydraulic Apparatus Mfg/Repair
3724	01	Yes	Millwright Work
8742	00	Yes	Salespersons-Outside
8810	00	Yes	Clerical Office Employees

Additional Names on current policies

GENERAL PUMP CO INC

Cal/OSHA Form 300A (Rev. 7/2007)

Appendix B

Annual Summary of Work-Related Injuries and Illnesses

Year 20 17
 Department of Industrial Relations
 Division of Occupational Safety & Health

All establishments covered by CCR Title 8 Section 14300 must complete this Annual Summary, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the Cal/OSHA Form 300 in its entirety. They also have limited access to the Cal/OSHA Form 301 or its equivalent. See CCR Title 8 Section 14300.35, in Cal/OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>0</u>
(K)	(L)

Injury and Illness Types

Total number of ... (M)			
(1) Injuries	<u>0</u>	(4) Poisonings	<u>0</u>
(2) Skin disorders	<u>0</u>	(5) Hearing loss	<u>0</u>
(3) Respiratory conditions	<u>0</u>	(6) All other illnesses	<u>0</u>

Post this Annual Summary from February 1 to April 30 of the year following the year covered by the form.

Establishment information

Your establishment name General Pump Company, Inc. ☒

Street 159 N Acacia St. ☒

City San Dimas State CA ZIP 91773

Industry description (e.g., *Manufacture of motor truck trailers*)
Water Well Services & Maintenance

Standard Industrial Classification (SIC), if known (e.g., *SIC 3715*)
1 7 8 1

Employment information (If you don't have these figures, use the optional Worksheet to estimate.)

Annual average number of employees 53

Total hours worked by all employees last year 119,815

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature] Administrator Title

Company executive (909) 599-9686 Date 01/15/18

Phone Date

f

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Section 4 (27)

Year 20 1 8

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	1	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
35	172
(K)	(L)

Injury and Illness Types

Total number of ... (M)			
(1) Injuries	2	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name General Pump Company, Inc.

Street 159 N Acacia St

City San Dimas State CA ZIP 91773

Industry description (e.g., Manufacture of motor truck trailers)
Ware Well Services & Maintenance

Standard Industrial Classification (SIC), if known (e.g., 3715)

1 7 8 1

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 54

Total hours worked by all employees last year 126,732

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Trig R. Bumbell

Company executive

(909) 599-9606

Phone

Controller

Title

01/29/19

Date

Section 4 (28)

Year 2019



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Diagram illustrating the variables K and L on number lines:

- Left number line: Labeled "Total number of days away from work". The origin is marked 0 and labeled (K) .
- Right number line: Labeled "Total number of days of job transfer or restriction". The origin is marked 0 and labeled (L) .

Injury and Illness Types

Total number of... (M)			
(1) Injury	<u>0</u>	(4) Poisoning	<u>0</u>
(2) Skin Disorder	<u>0</u>	(5) Hearing Loss	<u>0</u>
(3) Respiratory Condition	<u>0</u>	(6) All Other Illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave., N.W., Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name GENERAL PUMP COMPANY, INC.

Street 159 N ACACIA ST

City SAN DIMAS State CA Zip 91773

Industry description (e.g., Manufacture of motor truck trailers)
WATER WELL SERVICE AND MAINTENANCE

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

1 7 8 1

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

Annual average number of employees	49
------------------------------------	----

Total hours worked by all employees last year	119,605
---	---------

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

GINGER R CAMPBELL
Company executive

CONTROLLER

909-599-3606, EXT 100

1/31/2020
Date

Section 4 (29)

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1215-0178

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>1</u>	<u>1</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>8</u>	<u>124</u>
(K)	(L)

Injury and Illness Types

Total number of...
(M)

(1) Injury	<u>2</u>	(4) Poisoning	<u>0</u>
(2) Skin Disorder	<u>0</u>	(5) Hearing Loss	<u>0</u>
(3) Respiratory Condition	<u>0</u>	(6) All Other Illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name GENERAL PUMP COMPANY, INC.Street 159 N ACACIA STCity SAN DIMAS State CA Zip 91773

Industry description (e.g., Manufacture of motor truck trailers)

WATER WELL SERVICE AND MAINTENANCE

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

1 7 8 1

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment Information

Annual average number of employees 51Total hours worked by all employees last year 119,527

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

ALLISON SANTA CRUZ
Company executive

ADMINISTRATOR
Title

909-598-9608
Phone

2/1/2021
Date

EXHIBIT C

RFP: As-needed Pump Services

Joanne Chan, Joe Schaack &

Proposer: General Pump Company, Inc.Evaluators: Sergio Granda

Topics	Points Allowed	Points Awarded	Comments
Qualifications and Experience	10%		
Primary objectives addressed	0-4	4	
Forms Completed	0-3	3	
Experience/Resumes provided	0-3	3	
Total		10	
Capability	25%		
Length of Service more than 5 years	0-3	3	
Length of Service more than 10 years	0-4	4	
Current Government Contracts	0-3	3	
24 Hour Emergency	0-3	3	
Response Times	0-5	5	
Assigned Project Manager	0-4	4	
Subcontractor Work	0-3	3	
Total		25	
References	5%		
References Provided	0-2	2	
Evaluation of References	0-3	3	
Total		5	
Compliance/Completeness	10%		
Perform Necessary Tasks	0-3	3	
Warranty	0-2	2	
Timeliness of Repairs	0-3	3	
Full Service Shop with All Equipment	0-2	2	
Total		10	
Budget	50%		
Appropriate Price for Scope of Services	0-25	25	
Total Price Cost Provided for completion	0-25	25	
Total		50	
TOTAL PROPOSAL POINTS AWARDED:		100	

RFP: As-needed Pump Services

Joanne Chan, Joe Schaack &

Proposer: Layne Christensen CompanyEvaluators: Sergio Granda

Topics	Points Allowed	Points Awarded	Comments
Qualifications and Experience	10%		
Primary objectives addressed	0-4	4	
Forms Completed	0-3	3	
Experience/Resumes provided	0-3	3	
Total		10	
Capability	25%		
Length of Service more than 5 years	0-3	3	
Length of Service more than 10 years	0-4	4	
Current Government Contracts	0-3	3	
24 Hour Emergency	0-3	3	
Response Times	0-5	5	
Assigned Project Manager	0-4	4	
Subcontractor Work	0-3	3	
Total		25	
References	5%		
References Provided	0-2	2	
Evaluation of References	0-3	3	
Total		5	
Compliance/Completeness	10%		
Perform Necessary Tasks	0-3	3	
Warranty	0-2	2	
Timeliness of Repairs	0-3	3	
Full Service Shop with All Equipment	0-2	2	
Total		10	
Budget	50%		
Appropriate Price for Scope of Services	0-25	20	
Total Price Cost Provided for completion	0-25	20	
Total		40	
TOTAL PROPOSAL POINTS AWARDED:		90	

RFP: As-needed Pump Services

Joanne Chan, Joe Schaack &

Proposer: Weber Water Resources CA LLCEvaluators: Sergio Granda

Topics	Points Allowed	Points Awarded	Comments
Qualifications and Experience	10%		
Primary objectives addressed	0-4	4	
Forms Completed	0-3	3	
Experience/Resumes provided	0-3	3	
Total		10	
Capability	25%		
Length of Service more than 5 years	0-3	3	
Length of Service more than 10 years	0-4	4	
Current Government Contracts	0-3	3	
24 Hour Emergency	0-3	3	
Response Times	0-5	5	
Assigned Project Manager	0-4	4	
Subcontractor Work	0-3	3	
Total		25	
References	5%		
References Provided	0-2	2	
Evaluation of References	0-3	2	
Total		4	
Compliance/Completeness	10%		
Perform Necessary Tasks	0-3	3	
Warranty	0-2	2	
Timeliness of Repairs	0-3	3	
Full Service Shop with All Equipment	0-2	2	
Total		10	
Budget	50%		
Appropriate Price for Scope of Services	0-25	20	
Total Price Cost Provided for completion	0-25	20	
Total		40	
TOTAL PROPOSAL POINTS AWARDED:		89	

RFP: As-needed Pump Services

Joanne Chan, Joe Schaack &

Proposer: Well Tec. ServicesEvaluators: Sergio Granda

Topics	Points Allowed	Points Awarded	Comments
Qualifications and Experience	10%		
Primary objectives addressed	0-4	4	
Forms Completed	0-3	3	
Experience/Resumes provided	0-3	2	
Total		9	
Capability	25%		
Length of Service more than 5 years	0-3	2	
Length of Service more than 10 years	0-4	3	
Current Government Contracts	0-3	3	
24 Hour Emergency	0-3	3	
Response Times	0-5	4	
Assigned Project Manager	0-4	3	
Subcontractor Work	0-3	3	
Total		21	
References	5%		
References Provided	0-2	2	
Evaluation of References	0-3	3	
Total		5	
Compliance/Completeness	10%		
Perform Necessary Tasks	0-3	3	
Warranty	0-2	2	
Timeliness of Repairs	0-3	3	
Full Service Shop with All Equipment	0-2	2	
Total		10	
Budget	50%		
Appropriate Price for Scope of Services	0-25	20	
Total Price Cost Provided for completion	0-25	20	
Total		40	
TOTAL PROPOSAL POINTS AWARDED:		85	

DATE: May 6, 2021

MOTION:

Agenda

		Motion	2nd	Aye	Nay	Abstain
Director	Dr. Michael Taylor			✓		
Director	Greg Young			✓		
Director	Dr. Clifford Young, Sr.	✓		✓		
Vice President	Kyle Crowther		✓	✓		
President	Channing Hawkins			✓		

MOTION:

consent item no. 1-10

		Motion	2nd	Aye	Nay	Abstain
Director	Dr. Michael Taylor	✓		✓		
Director	Greg Young			✓		
Director	Dr. Clifford Young, Sr.			✓		
Vice President	Kyle Crowther		✓	✓		
President	Channing Hawkins			✓		

MOTION:

Business Matters item no. 11 - pulled

		Motion	2nd	Aye	Nay	Abstain
Director	Dr. Michael Taylor					
Director	Greg Young					
Director	Dr. Clifford Young, Sr.					
Vice President	Kyle Crowther					
President	Channing Hawkins					

MOTION:

		Motion	2nd	Aye	Nay	Abstain
Director	Dr. Michael Taylor					
Director	Greg Young					
Director	Dr. Clifford Young, Sr.					
Vice President	Kyle Crowther					
President	Channing Hawkins					

MOTION:

		Motion	2nd	Aye	Nay	Abstain
Director	Dr. Michael Taylor					
Director	Greg Young					
Director	Dr. Clifford Young, Sr.					
Vice President	Kyle Crowther					
President	Channing Hawkins					

Peggy Asche
Peggy Asche, Board Secretary

5/6/21
Date



159 N. ACACIA STREET * SAN DIMAS, CA 91773
PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215
www.genpump.com

WELL & PUMP SERVICE SINCE 1952

Lic. #496765

Serving Southern California and Central Coast

February 03, 2022

Via Email

West Valley Water District
855 West Baseline Road
Rialto, California 92377
Attn: Joe Schaack

Subject: Well 30

General Pump Co. is pleased to provide our quote for the repair, brushing/bailing, reinstallation and start up of your well 30. Pump hydraulics were reviewed, and it was found the original bowl assembly was grossly over designed for the current water levels and well construction. Therefore, we are quoting a new bow with a design of 1800 GPM and built to with stand harsh pumping conditions that will provide the most life, this includes 201 SS Impellers, 17-4 PH bowl shaft, both extremely hard materials and combination rubber/bronze bowl bushings. Quote includes motor recondition and bearings and one year warranty.

Engineering Inspection

Suction pipe is in good condition, Lakewood check valve appears to be functioning properly. Pump bowls are in good condition, hydraulic seal rings are worn over factory specifications. Bowl shaft and bronze sleeve bearings exhibit wear. Intermediate bowl rubber bushings have become dislodged from the inter-bowl bearing housing. Column pipe outside diameter shows corrosion and wear. Two (2) column pipes were cut during removal. Tube & shaft assemblies are worn. Tube and shaft visibly appear to be worn; corrosion can be seen on the enclosing tube outside diameter. Top column pipe & stretch / tension oil enclosing tube were cut during removal. Discharge head appears to be in good condition as is the top tension plate. Quote includes motor recondition and bearings and one year warranty.

Cost (Shop Labor)

- | | |
|---|--------|
| • Pressure wash pump bowls, prepare for disassembly, handling | 2 Hrs. |
| • Disassemble pump bowls & inspect | 6 Hrs. |



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West Valley Water District
March 3, 2022
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• Receive & inspect new materials, quality assurance	8 Hrs.
• Pressure wash, clean & inspect suction pipe check valve	2 Hrs.
• Remove suction check valve pipe nipples, handling	2 Hrs.
• Pressure wash suction pipe, handling	2 Hrs.
• Install suction check valve new pipe nipples, handling	2 Hrs.
• Install new discharge case threaded oil tube connector bearing, verify tolerances & runout	1 Hrs.
• Pressure wash new column pipe, clean column pipe threaded couplings	12 Hrs.
• Pressure wash new enclosing tube & shaft assemblies	6 Hrs.
• Remove new line shaft couplings, install new line shaft couplings w/ thread anti-seize	4 Hrs.
• Stab out oil lubricated enclosing tube & shaft into column pipe, prepare for installation	4 Hrs.
• Remove cut top column from head, remove top column flange	3 Hrs.
• Machine & thread new top column parallel & concentric to center line of pump	8 Hrs.
• Pressure wash discharge head, wire wheel machined registers & inspect, handling	3 Hrs.
• Clean taped holes, install top column flange w/ new gasket & fasteners	2 Hrs.
• Engineer, calculate & machine oil tension / stretch enclosing tube	6 Hrs.
• Engineer, calculate & machine head shaft, thread, key, polish & balance	6 Hrs.
• Remove cut enclosing tube from stretch plate	1 Hrs.
• Clean enclosing tube stretch / tension plate assembly, prepare for installation	1 Hrs.
• Replace oil receiver nut bronze sleeve bearing	1 Hrs.
• Clean oil pot dripper assembly w/ manual by-pass, replace solenoid valve	1 Hrs.
• Clean water level pressure gage & replace compression fittings as needed	1 Hrs.
• Paint discharge head & prepare for installation, handling	2 Hrs.
	86 Hrs. @ \$90/Hr. \$ 7,740.00

Materials

• 12" Certi-Lock spline & O'ring	\$ 92.00
• Suction pipe check valve connection pipe nipples	1,282.00
• Pump bowl assembly, 1800 gpm @ 340 ft tdh, 201 S.S. impellers, 17-4SS bowl shaft	
bronze & rubber inter-bowl bearings, S.S. trim	27,330.00
• Bowl shaft coupling, carbon steel	44.00
• Production column pipe	36,624.00
• Oil lubricated enclosing tube & shaft assemblies	29,868.00
• Black widow centering spider	362.00
• Top column pipe, sch 40 steel	782.00
• Tension bearing oil receiver bronze insert	142.00
• Enclosing tube tension / stretch plate packing	78.00
• Top tension / stretch enclosing tube	182.00
• Head shaft "carbon steel"	1,242.00



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• Bronze adjusting nut, driver gib key & lock screw	186.00	
• 110V oiler solenoid	91.00	
• Gallon electric motor turbine oil	34.00	
• Gallons oil tube installation turbine oil	385.00	
• 1/4" S.S. Dekron airline & compression fittings	1,586.00	
• 1" Sch 80 flush joint PVC	2,024.00	
• 316 S.S. Bandit, clamps & pads	275.00	
• Motor junction box electrical connection kit	285.00	
• 12" 150# Nut, bolt & gasket kit, 300 Hp	170.00	
• Misc. Assembly lube, solvents, paint, permatex, base shims & sealant	225.00	
• Shipping & Handling	528.00	
• Sales Tax @ 8.75%	9,083.99	112,900.99

Field Labor – Brush/Bail

• Mobilize / Demobilize	200.00	
• Mob to site, Conduct brief safety meeting		
• Set up rig		
• Bail well to 775' or refusal		
• Brush well from static WL to 772'		
• Re-bail well to bottom		

Two Man Combo Rig – @ \$260/Hr.

One Man & Service Truck @ \$140/Hr.

Brush/Bail phase: **Est.** 20 Hrs. @ \$400/Hr. 8,000.00

Materials

• Granular Chlorine HTH	225.00	
• Rock Salt	175.00	
• Sales Tax @ 8.75%	35.00	

Field Labor – Install

- Install complete pump and motor

Two Men, Combo Rig & Service Truck

Est. 30 Hrs. @ \$260/Hr. 7,800.00

Est. OT – 6 Hrs. @ \$120/Hr. 720.00

One Man & Service Truck

Est. 30 Hrs. @ \$140/Hr. 4,200.00

Est. OT – 6 Hrs. @ \$60/Hr. 360.00 21,715.00

Rental

Brush & Bail rental	520.00	
Bail Bucket	375.00	895.00



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Outside Service

• Sandblast discharge head	675.00	
• Post video log	1,000.00	
• Portable toilet w/ sanitizing station	675.00	2,350.00

Work Scope (Motor Repair)

- Disassemble, inspect, testing and measurements.
- Recondition, clean, dip and bake the stator windings.
- Clean and bake rotor assembly.
- Dynamically balance rotor assembly.
- Reseal oil level stand pipe.
- Install new Skf bearings (2-7226 & 1-6219).
- Install new 115-volt space heaters (Qty. 2).
- Install new oil level sight glass and oil fill plug.
- Clean, prime and paint all parts.
- Reassemble and perform a full voltage no load test.

Total: \$9,520.08

Turnaround: (7-10) Seven to Ten Days

Warranty: (1) One Year

Breakdown: Material: \$3,338.00 / Labor: \$ 5,890.00/ tax @ 8.75% 292.08

Performance and Payment Bonds

3,100.00

Total Labor & Materials \$ 158,221.08

Should you have any questions or need additional information regarding the above summary and associated cost, please do not hesitate to contact us. Thank you.

GENERAL PUMP COMPANY, INC.

Tom Nanchy

Tom Nanchy
Sr. Project Manager / Project Engineer



BOARD OF DIRECTORS STAFF REPORT

DATE: March 17, 2022
TO: Board of Directors
FROM: Shamindra Manbahal, General Manager
SUBJECT: BASELINE FEEDER NORTH WELL CASING AND PUMP
REHABILITATION

BACKGROUND:

East Complex has a groundwater capacity of approximately 7.2 million gallons per day and delivers water directly into the Baseline Feeder where it is then delivered through system interties to West Valley Water District, Rialto Water Services (Viola), and Riverside Highland Water. There are 2 wells at East Complex that produce water at this facility, North Well and South Well, which pumps into a small reservoir, and is then boosted into the Baseline Feeder. Production from the North Well began dropping last summer and a variable frequency drive was installed because the single speed pump was outpacing the yield of the well, and a decision was made by the Baseline Feeder Committee at that time to also pull the pump in the winter when system demand is the lowest. The pump was pulled and the well was surveyed by video camera. The survey showed significant plugging of the well perforations which will require rehab work to restore the full yield of the well. The static level of the well has also dropped since the well was first drilled and put into service, so the decision was made to add 60 feet to the pump column before reinstalling the pump. The quote for the well rehab work as well as the rebuild of the well pump including pricing and the scope of work is attached.

DISCUSSION:

North Well was pulled and inspected by General Pump, which is the well pump contractor that was selected by the District during a publicly advertised competitive bidding process. The contractors that participated in the bidding process entered their costs for all of the services listed in a matrix created by members of Operations, which included all of the services needed for repair and replacement of well and booster pump assemblies. The Board of Directors approved the As Needed On Call Contract for General Pump (Exhibit A) at the May 6, 2021 Board Meeting.

The Baseline Feeder Parties have reviewed the repair quote from General Pump and are unanimous to proceed with that approach. General Pump has the entire well pump assembly and motor in their shop, and has assembled their quote for well rehab, pump reconditioning, repair, and re-installation from as-built drawings, pump curve info, system pressure info, and drillers logs. Going forward and completing the repair and replacement with General Pump will ensure the well is back in service in the shortest possible timeline, providing much needed production capacity in the Baseline Feeder.

The following is a summary of the cost for this project:

Description	Amount
Shop Labor – 157 Hrs. @ \$90/Hr.	\$14,130.00
Materials + Sales Tax @ 8.75%	\$24,901.58
Field rehab work to well, re-video well, re-install pump assembly	\$85,622.51
Performance Bond	\$2,500.00
Performance Bond	\$127,154.09

The more detailed scope of work and quote from General Pump are attached as Exhibit B.

FISCAL IMPACT:

The Fiscal Year 2021/22 Capital Budget Mid-Year Adjustments includes \$120,000.00 for this project, the remaining \$7,154.09 will come from the remainder from other CIP projects. This project will be partially reimbursed by the fellow member agencies per the Baseline Feeder Agreement, West Valley Water District's final share of the project cost after reimbursement will be 33%.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

VJ:ls

ATTACHMENT(S):

1. Exhibit A
2. Exhibit B

MEETING HISTORY:

03/09/22 Engineering, Operations and Planning Committee REFERRED TO BOARD

AGREEMENT AS NEEDED/ON CALL SERVICES BY CONTRACTOR

This AGREEMENT, made and entered into the 6th day of May, 2021, by and between the **WEST VALLEY WATER DISTRICT**, ("District"), and General Pump Company, Inc, ("Contractor").

RECITALS

WHEREAS, District desires to engage the services of Contractor to provide a variety of repair services as may be assigned on an as needed basis by District. Services will include emergency and non-emergency maintenance and repair work.

WHEREAS, Contractor agrees to provide such services pursuant to the terms and conditions of this Agreement and has represented to District that he/she possesses the necessary skills and qualifications to provide such services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, District and Contractor agree as follows:

AGREEMENT

1. ENGAGEMENT OF CONTRACTOR

Contractor agrees to provide such services for District as assigned on an as needed basis. Except for emergency work or work that is invoiced over \$500, a Purchase Order will be issued for each individual project defining the scope of work to be performed, the time allotted for completion of the project, and the cost to complete the work. All costs include labor, materials, equipment, travel time and mileage. Contractor shall advise the District as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events that may affect the scope and/or cost of services identified on each Purchase Order. Contractor understands that there is no guarantee of any work assignments given or implied by entering into this Agreement.

Contractor will supply all labor, tools, equipment, materials and expertise required to complete the work in a timely and workmanlike manner consistent with industry standards. Contractor agrees to perform the work in accordance with the terms and conditions of this contract, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations in effect at the time the services are provided.

2. TERM OF AGREEMENT

The term of this Agreement shall cover a one year time period commencing on the day this Agreement is fully executed by all parties and continuing until one year after that date unless extended or sooner terminated as provided for herein. In addition, after the initial one year period, if and only if the parties mutually agree in writing by executing an amendment to this Agreement, the parties may extend this agreement for a maximum of two one year extensions. In the event the time specified for completion of an assigned Purchase Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to

complete such Purchase Order and thereupon this Agreement shall terminate.

3. OTHER AGREEMENTS OR UNDERSTANDINGS

It is hereby understood that if there is conflicting language between this Agreement and a Purchase Order, the language in this Agreement shall govern. To the extent the terms and conditions contained herein are inconsistent with the terms and conditions contained in the Contractor's proposal, the terms and conditions in this Agreement shall govern. In summary, if there is any conflicting language between this Agreement and any other document, this Agreement shall govern.

4. PAYMENT FOR SERVICES

For emergency work, District will pay Contractor on a time and expense basis in accordance with the **Billing Schedule attached hereto as Attachment A**. For non-emergency work, bids will be submitted based on either a "fixed price fee" or a "time and expense cost estimate subject to a maximum not-to-exceed dollar limit." A Purchase Order will be issued for all non-emergency work defining the scope of work and cost of services as set forth in Contractor's bid. For Purchase Orders involving not-to-exceed dollar limits, Contractor shall be responsible to manage the project progress and costs to ensure the costs will not exceed the authorized amount to complete the work and shall notify the District in writing immediately when the costs have reached 75% of the maximum dollar limit. In the event the Contractor encounters unexpected field conditions that will result in a cost overrun, a Change Order request shall be immediately submitted in writing by the Contractor to the District for approval. Contractor shall not be compensated for any services, nor reimbursed for any expenses in excess of those authorized by this Agreement, or any Purchase Order without prior written approval by District. Individual Purchase Orders shall not exceed \$25,000 without prior Board approval.

Upon completion of all work required by a Purchase Order, and acceptance by District, Contractor shall email invoices referencing the appropriate contract number to: **apinvoices@wvwd.org** or mail to:

West Valley Water District
P.O. Box 920
Rialto, CA 92377
Attn: Accounts Payable

Invoices **MUST** identify the Purchase Order Number, if applicable.

Contractor shall itemize on each invoice submitted a separate cost for material, labor and equipment.

District will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's invoice.

Monthly progress payments will only be made if Contractor provides performance and payment bonds for the total bid amount.

5. RIGHT TO WITHHOLD PAYMENT

District may withhold or nullify the whole or any part of any payment due Contractor to

such extent as may be reasonably necessary to protect the District from loss as a result of:

- A. Defective work not remedied in accordance with the provisions of the contract; or
- B. Claims or liens filed or reasonable evidence of probable filing of claims or liens; or
- C. Failure of Contractor to make payment properly for labor, services, materials, equipment or other facilities or to subcontractors; or
- D. Damage to other work or property; or
- E. Failure of the Contractor to maintain all records as required; submitting progress schedules, and any other such items as may be required herein.

6. **CHANGE ORDERS**

Change Orders are defined as additional work and/or changes to the scope of work. Change Orders may be required and ordered in writing by District with agreement by Contractor. No Change Orders shall be authorized by the District unless a request therefore is submitted in writing to the District with an estimate of additional hours of work to be performed and/or additional goods or materials to be supplied and the associated costs provided. **Change Orders performed without prior written authorization will not be approved for payment.**

7. **SAFETY**

Contractor will be responsible for safety related to and during the performance of the work hereunder. Contractor will ensure that Contractor's employees and the employees of the sub-contractors are notified of an observe and abide by all safety regulations and laws. Contractor shall include provisions for compliance with all safety regulations and laws in all sub-contracts.

8. **INSURANCE**

Contractor shall not commence work under this contract until Contractor has provided District with the **required policies of insurance as described in Attachment B and valid Certificate(s) of Insurance** for said policies of insurance.

Contractor shall immediately notify District of any damage to property and/or injury to, or death of, persons, which occurs in connection with or is in any way related to the work. Contractor shall furnish District a written report of any such damage or injury within three (3) working days.

9. **DEPARTMENT OF INDUSTRIAL RELATIONS**

A. PREVAILING WAGES

Company shall insure that prevailing wages are paid to all of their employees and subcontractor's employees in accordance with state of California Labor Code, Section 1770, et seq. Said rates are accessible from the Department of Industrial Relations at

www.dir.ca.gov/dlsr/DPreWageDetermination.htm. Contractor shall post such determinations at Contractor and subcontractor job site(s) when appropriate. If requested, certified payroll records will be furnished to District within ten (10) days after receipt of a written request.

Contractor shall forfeit to the District, or require the forfeit by a subcontractor, as penalty, \$50.00 for each calendar day, or portion thereof, for each worker paid less than the said stipulated prevailing rates for any work done under this contract in violation of the provisions of the California Labor Code, Section 1775. In addition, District shall not be responsible for, and Company shall be required to pay each affected worker the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate by the Company or subcontractor.

B. CONTRACTOR REGISTRATION: DIR

No Contractor or Subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. Contractor registration information can be found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

California Labor Code 1771.1.(a)

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

C. WORKER CLASSIFICATION

Contractor agrees to provide worker classification information to assist the District in completion of Contract award notice to Department of Industrial Relations.

10. ASSIGNMENT, SUBCONTRACTING, OR INSOLVENCY

- A. No performance of this contract or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the District. Any attempt by the Contractor to assign or subcontract any portion of this contract without the express written consent of the District shall be invalid and shall constitute a material breach of this contract. Whenever the Contractor is authorized to subcontract or assign, the terms thereof shall incorporate by reference and not conflict with this contract.
- B. Contractor agrees that if there is a change in ownership prior to completion of this contract the Contractor agrees to incorporate into any sale documents the requirement that the new owners will be required under terms of sale to

assume this contract and complete it to the satisfaction of the District.

- C. The request for assignment or subcontract and the District's approval or disapproval is not to be construed as an excuse and does not excuse any non-compliance with any other provision of law and the signed contract, including but not limited to the "Subletting and Subcontracting Fair Practices Act" or any other contracting requirements relating to substitution of subcontractors.
- D. In the event Contractor shall become insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or for reorganization, or pursues any other remedy under any law relating to the relief of debtors, or in the event a receiver is appointed of Contractor's property or business, District may, at its sole option, cancel this contract immediately with no prior notice.

11. **STATUS OF COMPANY**

Company shall perform the services provided for herein in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of District. Contractor shall be under the control of District only as to the result to be accomplished. Neither Contractor nor any of his/her employees or agents shall have any claim under this Agreement or otherwise against District for vacation pay, paid sick leave, retirement benefits, social security, workers' compensation, health, disability, or unemployment insurance benefits or other employee benefits of any kind. Contractor is liable for all applicable Social Security, Federal and State taxes required on payments made by District. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Contractor or any of his respective employees or agents, the parties hereby agree that both Contractor and District shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of with who or by whom such discussions or negotiations are initiated.

Contractor shall be considered the prime or general contractor. In the event Contractor contracts with other firms (e.g. surveying firms, boring firms, trenching firms, earth moving firms, geotechnical/soils testing firms, or any other firms), those firms shall be considered subcontractors.

12. **LICENSING AND PERMITS**

Contractor shall be licensed, as required, in accordance with the laws of this State. Contractor further warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Contract.

13. **WARRANTY**

Contractor shall guarantee all materials and/or workmanship for a period of twelve (12) months following completion and acceptance of the work by the District, and shall promptly repair or replace any defective work and/or materials at Contractor's own expense upon notification by the District. Contractor also guarantees and warrants all

material and/or work to be of merchantable quality and fit for District's specific purpose.

14. CONTRACTOR'S RESPONSIBILITIES

A. EMPLOYEES:

1. Background/Security: Contractor warrants that all personnel engaged in the performance of this work are legal employees of the Contractor, possess sufficient experience, and have passed a background check for criminal history. During the term of this contract, Contractor shall notify District in writing of any employee performing this work that has a criminal conviction.
2. Health: All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on District's property. Neither shall the Contractor allow the use or presence of alcohol or drugs on District's property.
3. Conduct: Any employee or subcontractor of Contractor performing work on District property while under the influence of alcohol or drugs or whose conduct interferes with the proper performance of the work or with District's operations shall be immediately removed from the work site and not permitted at the worksite thereafter.
4. Supervision: Contractor shall provide a supervisor or foreman who shall be present at all times during contract operations, and who shall be responsible for both conduct and workmanship. The supervisor or foreman shall be able to communicate effectively in both written and oral English.
5. Training: Contractor shall have an ongoing training program for its entire staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training.
6. Gifts and Gratuities: Contractor shall establish precautions to prevent its employees or agents from making, providing, or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the District.

B. RECORDS:

Contractor shall maintain records showing name of employee, classification, actual hours worked, wages paid, and any benefits paid to each employee.

C. RESTRICTIONS:

Unauthorized use of District equipment is prohibited by the Contractor or their employees. District telephones shall not be used for personal or business reasons with the following exceptions(s):

1. To report need of medical aid, fire or need of law enforcement, use 911 number;

15. NONDISCRIMINATION IN EMPLOYMENT

Contractor shall not discriminate against any worker, employee or applicant for employment because of race, creed, color or national origin and in this respect shall comply with the provisions of Executive Order 11246 in effect on the date hereof. Contractor agrees upon request to provide District with Certificate of Submission of Current Compliance Report or Compliance Report Notification

16. PAYMENT OF SUPPLIERS

Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said material to be furnished under this contract. Contractor shall fully discharge each such obligation at the time performance of the obligation matures and becomes due. Prior to payment, Contractor shall provide an unconditional waiver and release form as authorized by Civil Code Section 3262, signed by each material supplier and subcontractor involved on the project. These forms must be provided to District upon request.

17. STANDARD OF CARE

Contractor's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession or occupation currently practicing under similar conditions. All services shall be performed to District's satisfaction.

18. PRECONSTRUCTION CONFERENCE

If deemed necessary, at the sole discretion of the District, District shall arrange for a preconstruction conference to be attended by Contractor's Superintendent and representatives of utilities, permit agencies, major subcontractors, and others whose input may be desired.

The purpose of this conference shall be to establish a working understanding between the parties and to discuss the construction schedule, shop drawing submittals and approvals, cost breakdown of major lump sum items, applications for payment and their processing, and such other subjects and submittals as may be pertinent to the project.

19. RESPONSIBILITY FOR JOB SITE CONDITIONS

In accordance with generally accepted construction practices, Contractor will be required to assume sole and complete responsibility for job site conditions during the course of each project, including safety of all persons and property, and this requirement shall be made to apply continuously and not be limited to normal working hours. In this regard, Contractor assumes sole responsibility for any loss or damage, including theft and vandalism, to Contractor's completed work, work in process, materials, supplies and equipment of the work site, in storage or in transit until the work is accepted by the District. Contractor agrees to defend and indemnify and hold

harmless the District for all liability, damages, costs, and expenses, including but not limited to attorneys' fees, and any and all claims made against the District as a result of any negligence including but not limited to contributory negligence by the Contractor or Contractor's subcontractors.

20. DISPUTES

If any disputes should arise between Contractor and District concerning the work to be done under this contract, the payments to be made, or the manner of accomplishment of the work, Contractor shall nevertheless proceed to perform the work as directed by District pending complete settlement of the dispute.

21. NON-PERFORMANCE OF DUTIES

Should District find the Contractor in default by not performing duties as per requirements set forth in each Purchase Order, District will immediately notify the Contractor's representative verbally. If corrections are not made within five (5) working days of verbal notice, District will then notify Contractor in writing of non-performance. If corrections are not made within five (5) working days of written notice District may terminate the contract at its sole discretion immediately without further notice.

22. TERMINATION

This contract may be terminated for any reason set forth below:

- A. With Cause: In the event of any breach by the Contractor of the conditions set forth in this contract, including but not limited to, any non-performance of duties, District may, without prejudice to any of its legal remedies terminate this contract for cause upon five (5) days written notice to the Contractor. Upon contract termination, the District reserves the right, (but is not required) to complete the work at its convenience and timing as deemed necessary.
- B. Without Cause: The District reserves and has the right to immediately suspend, cancel or terminate this contract for its convenience (for reasons such as, but not limited to, budgetary restrictions, changes in project scope, change in Contractor personnel, etc.) at any time upon written notice to the Contractor. In the event of such termination, the District's only obligation to Contractor will be payment for goods received or services rendered up to and including the effective date of termination. District shall not be liable for other costs nor for prospective profits on goods not delivered or services not performed.
- C. Appeal Procedure: In the event of termination with cause, Contractor shall have the right to request a hearing in which it shall have the opportunity to address the reasons for the termination. Said request shall be in writing and submitted within five (5) days of issuance of the Notice of Termination. The ultimate decision to terminate is still in the sole discretion of the District notwithstanding any hearing identified above.

23. PUBLIC RECORDS POLICY

Information made available to the District may be subject to the California Public Records Act (Government Code Section 6250 et. Seq.) The District's use and

disclosure of its records are governed by this Act. The District shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to Contractor.

In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure: (e.g., Trade Secret, Confidential, or Proprietary) District shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If District is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify District from all liability, damages, costs and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

24. HOLD HARMLESS AND INDEMNIFICATION

District, its agents, officers and employees shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injuries or death caused by, or resulting from, or claimed to have been caused by or resulting from, any act or omission of Contractor. Contractor hereby agrees to indemnify and hold harmless and defend District and its authorized agents, officers and employees against any or the foregoing liabilities, claims and/or any cost of expense that is incurred by District on account of any of the foregoing liabilities, including liabilities or claims by reason of Contractor's actions in the performance of services under this contract excluding, however, such liability, claims, losses, damages or expenses arising from District's sole negligence or willful acts.

25. FORCE MAJEURE

Either party to this contract shall be excused from performance hereunder during the time and to the extent that it is prevented from performing the work by acts of God, fire, sabotage, unanticipated labor dispute or walkout, freight embargos, commandeering of materials, products, plants or facilities through acts of government agencies, and other unforeseen circumstances beyond the nonperforming party's control if satisfactory evidence thereof is presented to the other party establishing the facts of the circumstances and that non performance is not due to the fault or neglect of the nonperforming party.

Provided that delay caused by circumstances beyond the Contractor's control and not foreseeable is established, District may, but is not required to, grant Contractor a reasonable extension of time to complete the work. District shall be advised immediately in writing and a definite delivery or completion date shall be proposed for District's consideration. In no event shall Contractor be excused for any inability to obtain goods or services necessary for Contractor's performance, or ordinary delays and accidents, or for failure to take reasonable precautions or actions to mitigate the delay. Acceptance of delay shall be at District's sole discretion and solely for the purpose of mitigating damages.

26. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated.

27. GOVERNING LAW AND VENUE

This contract will be made under, and governed by, the laws of the State of California. Venue for any dispute shall be brought exclusively in the state courts located in Riverside County, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

28. ATTORNEY'S FEES

In the event an action is commenced by a party to this contract against the other to enforce its rights or obligations arising from this contract, the prevailing party in such action, in addition to any other relief and recovery ordered by the court or arbitration, shall be entitled to recover all litigation and collection expenses, witness fees, court costs, plus reasonable attorneys' fees.

29. LIQUIDATED DAMAGES/NOTICE TO PROCEED

Liquidated damages, **if any**, will be detailed in each Purchase Order. A notice to Proceed will be issued specifying the agreed upon start and completion date. Liquidated damages will be charged per calendar day for each day completion of the services covered by the Purchase Order exceeds the time specified in the Notice to Proceed.

Liquidated Damages shall not be applied to delays caused by acts of God, strikes, boycotts, or similar obstructive actions of employees, failure by District or others to provide requested data or review comments in a timely manner, or any causes beyond the reasonable control of Contractor which are not the result solely of action or inaction by Contractor. Such delays shall result in the time for performance being extended by the length of the delays as documented by Contractor and agreed to by District in writing.


30. PAYMENT AND PERFORMANCE BONDS

Contractor may be required to furnish payment and performance bonds for work requested by means of a Purchase Order issued under this contract. **If required**, the performance bond shall be in an amount equal to 100 percent (100%) of the Purchase Order contract price as security for the faithful performance of this contract and payment bond shall be furnished in an amount not less than 100 percent (100%) of the Purchase Order contract price as security for the payment of all persons performing labor and/or furnishing materials or other supplies under this contract. All such bonds shall be issued by insurance or surety companies which are licensed by the State of California and rated no less than "A-VIII" or better by the A.M. Best Contractor and be in a form approved by District naming District as obligee.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DISTRICT:

WEST VALLEY WATER DISTRICT,
a public agency of the State of California

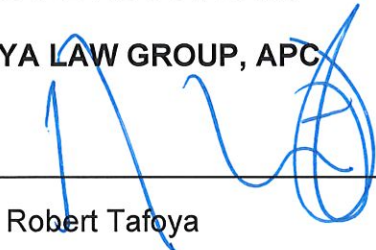
By 
Channing Hawkins, President

By 
Shamindra Manbahal, Acting General Manager

By 
Peggy Asche, Board Secretary

APPROVED AS TO FORM:

TAFOYA LAW GROUP, APC

By 
Robert Tafoya

CONTRACTOR:

General Pump Company, Inc

By 

Name Tom Nanchy

Its SR. Project Manager

Attachment A

Name of Firm: General Pump Company, Inc.

Billing Schedules and Hourly Rates

APPLICABLE HOURLY RATES – WEEKDAYS

1.	General Pump Pulling and Installation		
	Mobilization & Demobilization	\$ 200	LS*
	Two (2) men, rig, and service truck	\$ 260	/hr
	Each additional employee	\$ 75	/hr
2.	Well Rehabilitation		
	Mobilization & Demobilization	\$ 200	LS*
3.	Well Repair – Well Tear Down & Inspection		
	Two (2) men comb. Rig service truck	\$ 260	/hr
	Rebuild Bowl (Estimated hours: 30)	\$ 90	/hr
4.	Well Cleanout Work		
	Cable tool method (wire brush)	\$ 260	/hr
	Two (2) men comb. Rig service truck		
	Airlift method		
	Two (2) men, rig and service truck	\$ 260	/hr
	Air compressor charge	\$ 21	/hr
5.	Crane: 40-ton with two (2) men	\$ 290	/hr
6.	Rotary Crane		
	One (1) man and hydraulic crane – 5-ton	\$ 90	/hr
	One (1) man and hydraulic crane – 8-ton	\$ 95	/hr
	One (1) man and rotary crane – 10-ton	\$ 170	/hr
7.	Field & Technical Services		
	One (1) man and delivery truck	\$ 50	/hr
	One (1) man and service truck	\$ 140	/hr
	Two (2) men and service truck	\$ 215	/hr
	Two (2) men and welding truck	\$ 215	/hr
	Electrician	\$ 140	/hr
	Engineering	\$ 10	/hr
	Hydrologist	\$ 10	/hr
8.	Shop Labor		
	General shop labor	\$ 85	/hr
	Premium shop labor	\$ 90	/hr
	Machine shop labor	\$ 90	/hr

Section 1 (3)

	Metal spray labor	\$ 60	/hr
	Welding shop labor	\$ 90	/hr
9.	Closed Circuit Well Television with DVD copies	\$ 1,000	LS*
10.	Wire brush, Bail Well, or Swab rental	\$ 260	/hr
11.	NPDES Compliance (Baker Tanks, Neutralizing Equip., Lab Fees, Fabrication)	\$ 2,500	LS*

*LS = Lump Sum

Attachment B

Insurance and Indemnification Requirements

Indemnification Language – To the extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify West Valley Water District, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from West Valley Water District's sole negligence or willful acts.

Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least one million dollars (\$1,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to West Valley Water District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the West Valley Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the West Valley Water District; but this provision applies regardless of whether or not the West Valley Water District has received a waiver of subrogation from the insurer.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the West Valley Water District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of

the specified minimum limits of insurance and coverage shall be available to the West Valley Water District.

Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** West Valley Water District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the West Valley Water District, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Member Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the West Valley Water District.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the West Valley Water District. The West Valley Water District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or West Valley Water District.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by West Valley Water District.

Verification of Coverage – Contractor shall furnish the West Valley Water District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the West Valley Water District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The West Valley Water District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Subcontractors - Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that West Valley Water District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Safety:

In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California

Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply



GENEPUM-01

2.7.a

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. 16030 Ventura Blvd. Suite 500 Encino, CA 91436	CONTACT NAME: Sherri Ben-Nun PHONE (A/C, No, Ext): (818) 257-7438 FAX (A/C, No): E-MAIL ADDRESS: sherri.bennun@hubinternational.com														
INSURED General Pump Company, Inc. 159 N. Acacia Street San Dimas, CA 91773	<table border="1"> <thead> <tr> <th data-bbox="815 438 1430 468">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 438 1572 468">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 468 1430 497">INSURER A : Travelers Property Casualty Company of America</td> <td data-bbox="1437 468 1572 497">25674</td> </tr> <tr> <td data-bbox="815 497 1430 527">INSURER B : The Travelers Indemnity Company of Connecticut</td> <td data-bbox="1437 497 1572 527">25682</td> </tr> <tr> <td data-bbox="815 527 1430 556">INSURER C : Aspen Specialty Insurance</td> <td data-bbox="1437 527 1572 556">10717</td> </tr> <tr> <td data-bbox="815 556 1430 585">INSURER D :</td> <td data-bbox="1437 556 1572 585"></td> </tr> <tr> <td data-bbox="815 585 1430 615">INSURER E :</td> <td data-bbox="1437 585 1572 615"></td> </tr> <tr> <td data-bbox="815 615 1430 648">INSURER F :</td> <td data-bbox="1437 615 1572 648"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Company of America	25674	INSURER B : The Travelers Indemnity Company of Connecticut	25682	INSURER C : Aspen Specialty Insurance	10717	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	P-630-7K939062-TIL-20	6/1/2020	6/1/2021	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$</td><td>5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>2,000,000</td></tr> <tr><td></td><td>\$</td><td></td></tr> </table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000	MED EXP (Any one person)	\$	5,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000		\$	
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N Y	N / A	X UB-7K940269-20-43-G	6/1/2020	6/1/2021	<table border="1"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000									
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C	Pollution / Environm			ERAHL9621	2/5/2021	2/5/2022	Aggregate 2,000,000																					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Where required by written contract, West Valley Water District, its directors, officers, employees and authorized volunteers and employees are included as Additional Insured as respects operations of the Named Insured as their interest may appear on a primary and non-contributory basis per Form#CGD246 0419 and #CGT100 02 09, page 16, paragraph 4. D; Blanket waiver of subrogation for General Liability applies per form #CG 24 04 05 09; and waiver of subrogation for Workers' Compensation applies per Form #WC 99 03 76 (A)-001. RE: All Operations

CERTIFICATE HOLDER

CANCELLATION

West Valley Water District P.O. Box 920 855 W. Baseline Rialto, CA 92376	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverages – Coverage A – Bodily Injury And Property Damage Liability** or Paragraph **2.e.** of Section **I – Coverages – Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 - b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) An executive officer or director of any other organization; or
 - (iv) A trustee of any trust;
 that is your partner, joint venture member, manager or trustee; or
 - (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":
 - a. Means injury caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
 - a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
 - a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

- 10.** "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
- 11.** "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- 12.** "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b.** You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
- 13.** "Insured contract" means:
- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
 - b.** A sidetrack agreement;
 - c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e.** An elevator maintenance agreement;
 - f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph **f.** does not include that part of any contract or agreement:
- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle,

tracks, roadbeds, tunnel, underpass or crossing;

- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.
- 14.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 15.** "Loading or unloading" means the handling of property:
- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b.** While it is in or on an aircraft, watercraft or "auto"; or
 - c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 16.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b.** Vehicles maintained for use solely on or next to premises you own or rent;
 - c.** Vehicles that travel on crawler treads;

- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

- b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.
- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

21. "Premises damage" means:

- a. With respect to the first paragraph of the exceptions in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

- b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph 2. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
- (2) Explosion;
- (3) Lightning;
- (4) Smoke resulting from fire, explosion or lightning; or
- (5) Water.

But "premises damage" under this Paragraph b. does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization, other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

- 25. "Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 26. "Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 27. "Title"** means a name of a literary or artistic work.
- 28. "Unsolicited communication"** means any communication, in any form, that the recipient of such communication did not specifically request to receive.
- 29. "Volunteer worker"** means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 30. "Your product":**
- a. Means:**
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:**
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 31. "Your work":**
- a. Means:**
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:**
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2)** The providing of or failure to provide warnings or instructions.

POLICY NUMBER:P-630-7K939062-TIL-20

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 06-01-2020

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

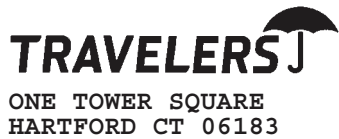
Whereby required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or

damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-7K940269-20-43-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR
WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED
PRIOR TO LOSS TO FURNISH THIS
WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE: 06-1-20

ST ASSIGN:

Page 1 of 1

Packet Pg. 278

Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the District Clerk. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.

PRESENTATION

- Water Treatment Tour.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one vote. There will be no separate discussion of these items unless a member of the Board of Directors, Staff Member, or any member of the public request a specific item(s) be removed for separate action.

Consideration of:

1. April 15, 2021 - Regular Board Meeting Minutes. **(Page No. 5)**
2. Contract Management Policy. **(Page No. 9)**
3. Resolution No. 2021-5 - Investment Policy. **(Page No. 36)**
4. Resolution No. 2021-7 - Financial Package for Oliver P. Roemer Water Filtration Facility Expansion. **(Page No. 78)**
5. Agreement with Metropolitan Water District, San Bernardino Valley Municipal Water District, and Inland Empire Utilities Agency for State Water Project Water. **(Page No. 79)**
6. Infrastructure Agreement. **(Page No. 88)**
7. Amended Agreement with David Turch and Associates. **(Page No. 95)**
8. Agreement with Tres Es, Inc. for State Lobbying. **(Page No. 124)**
9. Agreement with Mike Roquet Construction for As-Needed Services for Permanent Trench Paving. **(Page No. 152)**
10. Agreement with General Pump Company, Inc. for As-Needed Services for Well & Booster Maintenance and Repairs. **(Page No. 182)**

BUSINESS MATTERS

Consideration of:

11. Update: Fixed Bed Reactor Perchlorate (FXB) Treatment System. **(Page No. 233)**

REPORTS - LIMITED TO 5 MINUTES MAXIMUM (Presentations or handouts must be provided to Board Members in advance of the Board Meeting).

1. Board Members



BOARD OF DIRECTORS STAFF REPORT

DATE: May 6, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, Interim General Manager
SUBJECT: AGREEMENT WITH GENERAL PUMP COMPANY, INC. FOR AS-NEEDED SERVICES FOR WELL & BOOSTER MAINTENANCE AND REPAIRS

BACKGROUND:

West Valley Water District (“District”) has identified a need to secure a maintenance contract with a qualified, experienced contractor to provide maintenance and repair services for the District’s wells, pumps and electric motor assemblies, on an on-call, as-needed, time-and-material basis for a period of one (1) year with two (2) additional one-year options. The firm shall be licensed (C-57) Well Drilling Contractor in the state of California.

Through this maintenance services contract, the District requires to have the firm mobilize in less than 72 hours and perform work as requested by the District. Some services may include, but are not limited to, repair, removal, installation, rehabilitation, replacement of pumps, motors, well columns, etc. and the furnishing of parts and labor in conjunction with such work.

DISCUSSION:

On March 8, 2021, a Request for Proposal (“RFP”) was issued and publicly advertised on PlanetBids. Four (4) firms – General Pump Company, Inc. (“GPC”), Layne Christensen Company (“LCC”), Weber Water Resources CA LLC (“WWR”) and Well Tec Services (“WTS”) – submitted proposals for as-need maintenance and repair services. Attached as **Exhibit A** is the RFP for The As-Needed Services for Well & Booster Maintenance and Repairs posted on PlanetBids System.

In order to determine the best value for the District, District staff first ensured that all proposals received met the requirements in the scope of work by conducting a systematic proposal evaluation. Based on technical qualifications, overall evaluation, and results, District staff recommends that GPC provides the best value for the District needs for the As-Needed Well & Booster Maintenance and Repair Services. The evaluation criteria and results are as follows:

Evaluation Criteria	GPC	LCC	WWR	WTS
Qualifications and Experience 10%	10	10	10	9
Capability 25%	25	25	25	21
References 5%	5	5	4	5
Compliance/Completeness 10%	10	10	10	10

Budget 50%	50	40	40	40
Total Proposal Points Awarded	100	90	89	85

FISCAL IMPACT:

The cost to perform the wells and pumping equipment rehabilitation was included in the Fiscal Year 2020/21 Operating Budget and Capital Budget. All performance pursuant to this contract shall be on an “on-call” or “as-needed” basis. Any tasking shall be initiated solely by the District. Moreover, execution of a contract by the District shall not entitle the contractor to any form of payment or compensation from the District without first having issued tasking or request for services from the contractor and the subsequent issuance of a Task Order.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the Acting General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

SM:jc

ATTACHMENT(S):

1. Exhibit A - RFP for As-Needed Services for Well & Booster Maintenance and Repairs
2. Exhibit B - GPC Proposal
3. Exhibit C - The Technical Proposal Score Sheet

MEETING HISTORY:

04/14/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A



REQUEST FOR PROPOSALS (RFP)
AS-NEEDED SERVICES FOR WELL & BOOSTER MAINTENANCE AND REPAIRS

INVITATION

The West Valley Water District ("District") is seeking the services of a qualified, experienced contractor to provide as needed/on call Well & Booster Maintenance and Repair services for District's wells, pumps and electric motors. The selection process will be based mainly on the contractors' experience, qualifications, innovation, price, prior experience with providing this type of service, ability to supply specific materials as specified and readiness to serve.

No proposals shall be submitted after **5:00 p.m. on Monday, March 22, 2021 electronically on Planet Bids**. Late qualification documents will not be accepted.

During the RFP process, consultants shall direct all questions on Planet Bids. Responses to questions received four (4) days prior to the RFP deadline will not be available. If there is any revision to the RFP, an addendum will be issued on Planet Bids (PB) and made available to all firms receiving RFP documents.

BACKGROUND

West Valley Water District (“District”) is a County Water District, a public agency of the State of California, organized and existing under the County Water District Law (Division 12, Section 30,000 of the Water Code) of the State of California. The District serves water to over 20,000 connections within the Cities of Rialto, Fontana, Colton, Jurupa Valley (Riverside County) and to unincorporated areas of San Bernardino County. The District’s service area includes a large amount of undeveloped land which is described in various specific plans.

The District’s distribution system includes eight pressure zones which are divided into a northern and southern system with the City of Rialto serving the area in between. The system includes 72.61 million gallons of storage capacity, 12 booster pump stations, 17 active production wells, several treatment facilities and over 150 miles of transmission lines.

Water supplies include groundwater from District wells in 4 groundwater basins, from imported State Water Project water and Lytle Creek surface flows treated at the Oliver P. Roemer Water Filtration Facility, from water purchased through the Base Line Feeder pipeline and from groundwater treated at our new Groundwater Wellhead Treatment System.

PROJECT DESCRIPTION

This project is to provide Annual Maintenance and Repair Services for the District’s wells, pumps and electric motor assemblies, on an on-call, as-needed, time-and-material basis for a period of one year. **The contractor must be a licensed (C-57) Well Drilling Contractor in the state of California.** The District expects that the total contract value not to exceed \$200,000 per fiscal year. These contract(s) may be renewed for two (2) additional one-year options should the parties mutually agree. Any and all performance pursuant to these contracts shall be on an “on-call” or “as-needed” basis. Any tasking shall be initiated solely by the District. Further, execution of a contract by the District does not in any way guarantee that any tasking or request for on-call services will be issued to any party. Moreover, execution of a contract by the District shall not entitle the other party to any form of payment or compensation from the District without first having issued tasking or request for services from the contractor.

SCHEDULE OF EVENTS

3/8/2021	Issuance of Request for Proposals
3/17/2021	Deadline for Written Questions
3/22/2021	Proposals Due by 5:00 PM
4/15/2020	District Approval of Contract (est. date)
4/19/2020	Issuance of Notice-to-Proceed (est. date)

SCOPE OF WORK

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

Through this Maintenance Services Contract, the District wishes to have the Well Contractor (with C-57 License) mobilize in less than 72 hours and perform work as requested by the District. The Contractor shall furnish all material, labor, equipment, and supervision to perform the maintenance and repair. The Contractor shall perform such work in a thorough and professional manner.

The contractor shall secure the well site and its equipment at all times throughout the duration of work. Some services may include, but are not limited to, repair, removal, installation, rehabilitation, replacement of well pumps, motors, well columns, base plates, lube assembly, etc., and the furnishing of parts and labor in conjunction with such work. All work and general conditions shall be performed in accordance with the current Standard Specifications for Public Works Construction and the District's Standard Drawings. The Contractor is also responsible for discharging the treated water after rehabilitation of the well into an appropriate drainage system in a manner that complies with NPDES regulations and permits.

PROPOSAL REQUIREMENTS

Although the District requires no specific format, this section is intended to provide guidelines to the firm regarding features that the District will look for and expect to be included in the proposal.

1. Content & Format

The District requests that proposals submitted be organized and presented in a neat and logical format and are relevant to these services. The Firms proposals shall be clear, accurate and comprehensive. Excessive or irrelevant material will not be favorably received.

Proposals should include the following:

- Transmittal/offer letter signed by an individual authorized to act on behalf of the Firm.
- Page numbering.
- Index/Table of Contents.
- Statement of Qualifications, Experience, and a minimum of 3 Public Agency References.
- Brief resumes of key staff.
- Team Organization.
- Completion of the cost and billing schedules of current hourly billing rates for each of the specialized skills, materials, and support services, (please see Attachment "A").

2. Team Organization

The purpose of this section is to describe the organization of the project team including subcontractor and key staff. A project manager shall be named who shall be the prime contact and be responsible for coordinating all activities with the District. An organization diagram shall be submitted showing all key team members and illustrating the relationship between the District, the project manager, key staff, and subcontractor. There also should be a brief description of the role and responsibilities of all key staff and subcontractor identified in the team organization.

3. Statement of Qualifications

The information provided in this section should describe the qualifications of the firm and key staff in performing projects within the past five years that are similar in scope and size to demonstrate competence to perform these services. The projects listed should be those that the key staff named for this project were responsible for performing. Information shall include:

- Names of key staff that participated on named projects and their specific responsibilities.
- The client's name, contact person, addresses, and telephone numbers.
- A brief description of type and extent of services provided.
- Completion dates (estimated, if not yet completed).
- Total costs of the projects.
- The Firm shall maintain an office staffed with qualified technical and field personnel.
- The Firm shall provide a list of rigs, equipment, etc., owned by the Firm and available to do this work.

There should be included in the section brief resumes of key personnel who will provide these services demonstrating their qualifications and experience. Resumes should highlight education, relevant experience, licenses, and specific responsibilities for services described.

4. Fee Proposal

All Firms shall provide complete cost and billing schedules of current hourly billing rates for each of the specialized skills, materials, and support services in Attachment "B".

A work program together with a breakdown of labor hours by employee billing classification together with the cost of non-labor and sub-contractor services shall be included with the fee proposal. The labor breakdown shall be compiled based upon a listing of work tasks that correlates with the Firms defined scope of work for the project proposal. This information will be used by the District staff to evaluate the reasonableness of the fee proposal and may be used in negotiating the final fee

amounts for the contract agreement.

The Firms will be ranked and the District shall select the one or two top ranked Firms, at the sole discretion of the District, and enter into contracts for the on-call, as-needed services described above.

The District will negotiate the final fee with the top ranked Firm(s).

Reimbursable expenses shall not be allowed unless negotiated prior to a contract.

Price escalations during the contract term are disfavored and will not be allowed unless negotiated prior to execution of contract.

The Firm shall prepare progress billings, reflective of the project schedule and the scope of work completed, by line item and description.

GENERAL REQUIREMENTS

1. Proposals

Proposals must be submitted on blank forms prepared and furnished with this Request for Proposals, for that purpose. Contractors may obtain copies of the specifications through the District's Planet Bids (PB) electronic bidding system. Only proposals submitted in electronic format through the District's PB site will be accepted.

2. Prevailing Wages

Contractors on this Work will be required to comply with the President's Executive Order No. 11246 (Equal Employment Opportunity Clause) as amended, California Government Code Section 12900 et. seq., California Labor Code Section 177.6 and implementing regulations concerning equal opportunity for Apprentices.

The Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general rate for holiday and over-time work in the locality in which the work is to be performed for each craft or type of workmen needed to execute the Contract of Work as hereinafter set forth (see Labor Code 1770 et. seq., effective January 1, 1977). Copies of the rates are available online at <http://www.dir.ca.gov/oprl>. The successful Contractor shall provide a copy of such determinations to each crew working on this maintenance contract. Attention is called to the fact that not less than the minimum salaries and wages shall be paid on these Projects by all Contractors and Subcontractors.

Pursuant to Section 1740 of the California Labor Code, contractors are notified that the said wage rates shall be subject to modification to comply with revisions in Federal Minimum Wage schedules without necessity of republication.

3. Department of Industrial Relations Compliance

West Valley Water District requires all contractors/vendors to be registered with the State of California Department of Industrial Relations (DIR). This provision applies to all public works contracts in excess of \$15,000 or more. *Public Works* is defined as “construction, alteration, demolition and installation, or repair work (including maintenance) performed under a contract utilizing public funds.” **All bidders or contractors must provide proof of registration with the DIR in their proposals or the bid will be rejected.**

4. Workers Compensation Clause

The Contractor and its Subcontractor(s) shall comply with the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code.

5. Payment

Payments will be made to the Contractor in accordance with the provisions of the specifications and on itemized estimates duly certified by the Contractor and approved by the District. Payment shall not be made more often than once each thirty (30) days.

6. Award and Execution

The award of contract, if made, will be made within thirty (30) calendar days from the date of the bid opening.

The Contractor shall execute the Agreement within fifteen (15) days from the date of the Notice of Award.

The Contractor shall receive the Notice to Proceed within ten (10) days from the date of the execution of the Agreement by the District and shall commence the maintenance work 10 days from the date of the Notice to Proceed. If at any time the Contractor fails to perform the scheduled work, the District shall be notified in writing of the reason why the work was not performed and an alternate date scheduled with the District’s Maintenance Supervisor. If the Contractor fails to perform the scheduled maintenance for more than thirty days, they will be notified in writing of the District’s intent to terminate the contract.

The District hereby reserves the right to reject any and all proposals or to waive any irregularity. No bidder may withdraw his bid and the bid is to remain firm for a period of ninety (90) days after bid opening.

7. Contractual Documents

Contractual Documents, including specifications, may be downloaded through the

District's Planet Bids (PB) System.

EVALUATION PROCESS AND SELECTION CRITERIA

The District's evaluation and selection process is based upon Qualifications Based Selection (QBS) for professional services. The following criteria will be used in evaluating the proposals using a point value system (100 points) based upon the weighting indicated below:

1. Qualifications and experience of the project manager and other key individuals. (10 points)
2. Capability to perform necessary tasks, resolve problems, warranty, safety records, timeliness of repairs, and maintain a full service shop with all necessary equipment required for well rehabilitation and treatment projects. (25 points)
3. Results of reference checks. (5 points)
4. Quality of proposal including compliance with proposal requirements and ability of firm to supply correct parts. (10 points)
5. Rationality of firm's fee schedule. (50 points)

District staff will rank the responsive Firms and District staff will negotiate a contract with one or two top ranked Firms, at the sole discretion of the District. Should District staff be unable to negotiate a satisfactory contract with one or more of those Firms, the District staff will terminate negotiations and may continue the negotiation process with the next most qualified Firm in the order of their evaluation ranking until an agreement is reached with the number of Firms desired by the District.

Please refrain from making any verbal inquiries and requests for a formal debriefing related to the subject RFP until the West Valley Water District completes the ongoing contract process.

ATTACHMENTS

Attachment A – Billing Schedule and Hourly Rates

Attachment B – Sample Agreement

Attachment C – Insurance and Indemnification Requirements

ATTACHMENT A

Billing Schedule and Hourly Rates

Name of Firm: _____

Billing Schedules and Hourly Rates

APPLICABLE HOURLY RATES – WEEKDAYS

1.	General Pump Pulling and Installation	
	Mobilization & Demobilization	\$ LS*
	Two (2) men, rig, and service truck	\$ /hr
	Each additional employee	\$ /hr
2.	Well Rehabilitation	
	Mobilization & Demobilization	\$ LS*
3.	Well Repair – Well Tear Down & Inspection	
	Two (2) men comb. Rig service truck	\$ /hr
	Rebuild Bowl (Estimated hours:_____)	\$ /hr
4.	Well Cleanout Work	
	Cable tool method (wire brush)	\$ /hr
	Two (2) men comb. Rig service truck	
	Airlift method	
	Two (2) men, rig and service truck	\$ /hr
	Air compressor charge	\$ /hr
5.	Crane: 40-ton with two (2) men	\$ /hr
6.	Rotary Crane	
	One (1) man and hydraulic crane – 5-ton	\$ /hr
	One (1) man and hydraulic crane – 8-ton	\$ /hr
	One (1) man and rotary crane – 10-ton	\$ /hr
7.	Field & Technical Services	
	One (1) man and delivery truck	\$ /hr
	One (1) man and service truck	\$ /hr
	Two (2) men and service truck	\$ /hr
	Two (2) men and welding truck	\$ /hr
	Electrician	\$ /hr
	Engineering	\$ /hr
	Hydrologist	\$ /hr
8.	Shop Labor	
	General shop labor	\$ /hr
	Premium shop labor	\$ /hr
	Machine shop labor	\$ /hr

	Metal spray labor	\$	/hr
	Welding shop labor	\$	/hr
9.	Closed Circuit Well Television with DVD copies	\$	LS*
10.	Wire brush, Bail Well, or Swab rental	\$	/hr
11.	NPDES Compliance (Baker Tanks, Neutralizing Equip., Lab Fees, Fabrication)	\$	LS*

*LS = Lump Sum

EXHIBIT B



159 N. ACACIA STREET * SAN DIMAS, CA 91773

PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215

www.genpump.com

WELL & PUMP SERVICE SINCE 1952

Lic. #496765

Serving Southern California and Central Coast

Request for Proposal

As-Needed Services for Well & Booster Maintenance and Repairs 2021

March 22, 2021 @ 5:00 PM

Prepared by

**Tom Nanchy
Sr. Project Manager / Project Engineer
General Pump Company, Inc.**

For The

West Valley Water District

**855 West Baseline Road
Rialto, CA 92376**



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WELL & PUMP SERVICE SINCE 1952

Lic. #496765

Serving Southern California and Central Coast

West Valley Water District
855 W. Baseline Road
Rialto, California 92377

March 22, 2021

Subject: Cover Letter: As-Needed Services for Well and Booster Maintenance and Repair

General Pump Company, Inc.(GPC) is pleased to provide our proposal for the referenced program. This cover letter is intended to provide a summation of our qualifications and clarifications associated with our proposal and capabilities for this project.

GPC has been in business for 69 years and is specifically located in San Dimas and Camarillo, California. It is now and has always been our business practice to fully comply with all applicable State and Federal Reporting requirements regarding our employee's safety, employment reporting, and customer focus. Note that GPC does not drill wells. We have a number of employees that have significant well drilling experience; however, we decided many years ago to be the premium well and pump maintenance service business and focus 100% of our experience on being the industry leader for well and pump maintenance.

In addition to the minimum requirements of the RFP, GPC maintains the highest Safety Rating for our Industry is the ONLY well and pump service company to be selected by the Oil Refineries based on our Safety Program and Ratings.

GPC has more in-house "Maintenance Contracts" associated with well and pump services than all our competition combined. Many of the Maintenance programs continue to be extended year after year because of our focused performance on efficiency of well and pumps and our in-house knowledge and experience that allows us to design specific rehabilitation or maintenance services based on a variety of conditions that may face specific issues within wells and pumps or controls. We can provide references to these facts if requested.

We have included forms and documents in this proposal that reflect our commitment to be the industry leader related to well and pumps maintenance and service.

Both of our facilities in California have in-house engineering and machining services and GPC manufactures our own pumps and equipment. We are the ONLY pump service company that disassembles all customer pumps and/or all new pumps and inspects 100% of them before they are re-assembled and installed in a system or well. Our Quality Control provides us the ability to correct issues before they are realized in the system.



Additional Information:

1. General Pump Company Inc has been in the water well and pump service business since 1952. Our business focuses on the pump and well maintenance portion of the industry and we do not drill wells.
2. Several of our Project Manager also have Engineering Degrees or Professional Geologist Licenses. The Project Manager assigned to this project would be Tom Nanchy who has the required certifications for Pump Installer and OSHA Training
3. We have included a copy of our C-57 Licenses.
4. The Project Manager team assigned to this project maintains an OSHA and HAZWOPPER certificate of training and copies are provided.
5. Tom Nanchy maintains his NGWA Certification as a Certified Pump Installer and copies are provided.
6. GPC is following the State of California Cal/OSHA regulations and maintain our Illness Prevention Program

If you have any questions or need additional information, please do not hesitate to contact us.

Thank you and we look forward to continuing working with the West Valley Water District in the very near future.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tom Nanchy', is written over the printed name and title.

Tom Nanchy
Sr. Project Manager

GENERAL PUMP COMPANY, INC.

Name of Firm: General Pump Company, Inc.

Billing Schedules and Hourly Rates

APPLICABLE HOURLY RATES – WEEKDAYS

1.	General Pump Pulling and Installation		
	Mobilization & Demobilization	\$ 200	LS*
	Two (2) men, rig, and service truck	\$ 260	/hr
	Each additional employee	\$ 75	/hr
2.	Well Rehabilitation		
	Mobilization & Demobilization	\$ 200	LS*
3.	Well Repair – Well Tear Down & Inspection		
	Two (2) men comb. Rig service truck	\$ 260	/hr
	Rebuild Bowl (Estimated hours: 30)	\$ 90	/hr
4.	Well Cleanout Work		
	Cable tool method (wire brush)	\$ 260	/hr
	Two (2) men comb. Rig service truck		
	Airlift method		
	Two (2) men, rig and service truck	\$ 260	/hr
	Air compressor charge	\$ 21	/hr
5.	Crane: 40-ton with two (2) men	\$ 290	/hr
6.	Rotary Crane		
	One (1) man and hydraulic crane – 5-ton	\$ 90	/hr
	One (1) man and hydraulic crane – 8-ton	\$ 95	/hr
	One (1) man and rotary crane – 10-ton	\$ 170	/hr
7.	Field & Technical Services		
	One (1) man and delivery truck	\$ 50	/hr
	One (1) man and service truck	\$ 140	/hr
	Two (2) men and service truck	\$ 215	/hr
	Two (2) men and welding truck	\$ 215	/hr
	Electrician	\$ 140	/hr
	Engineering	\$ 10	/hr
	Hydrologist	\$ 10	/hr
8.	Shop Labor		
	General shop labor	\$ 85	/hr
	Premium shop labor	\$ 90	/hr
	Machine shop labor	\$ 90	/hr

	Metal spray labor	\$ 60	/hr
	Welding shop labor	\$ 90	/hr
9.	Closed Circuit Well Television with DVD copies	\$ 1,000	LS*
10.	Wire brush, Bail Well, or Swab rental	\$ 260	/hr
11.	NPDES Compliance (Baker Tanks, Neutralizing Equip., Lab Fees, Fabrication)	\$ 2,500	LS*

*LS = Lump Sum



QUALIFICATIONS, EXPERIENCE, AND UNDERSTANDING OF THE PROJECT

CAPABILITIES

General Pump Company, Inc. is a Professional Well Redevelopment and Pump Equipment contractor located in San Dimas and Camarillo, California. The Engineering staff, field support and service crews, and office support staff are 100% dedicated to well evaluation and rehabilitation, and pump equipment evaluation and services.

The technical staff at General Pump Company, Inc. has worked in almost every aspect of the well and pump industries. This diverse experience provided us with unique qualifications to serve our customers and provide them with solution-oriented approaches to get their system back into operation. Our engineers and Hydrogeologist have all worked in the drilling and design segment of the water, and/or oil and gas industries, and many of our shop and support technicians have worked for major pump manufactures.

General Pump Company, Inc. employs only experienced Engineers, Hydrogeologist and Technical Field Personnel that can offer Customers assistance in the following areas:

- Assess Well Yields to Minimize Operating and Maintenance Costs
- Determine the Efficiency of Production and ASR Wells and Pumps
- Engineered Pump and Well Equipment
- Pump Facility Design and Construction / Booster Facility Design and Construction
- Pipeline Design and Construction
- Appropriate Mechanical and Chemical Redevelopment
- Periodic Monitor and Maintenance Programs
- Water Quality and Production Solutions / Well System Optimization
- Engineered Pump Suctions
- Pump and Motor Repair / Custom Pump Design and Machining
- Electrical, SCADA and Transducer Support
- Casing Repair and Swedging
- Video and Geophysical Logging Support

General Pump Company, Inc., an Engineering Service Company, is dedicated to supporting the ongoing needs of the Water Industry, and committed to providing:

- Solution-oriented engineering using problem-solving techniques by degreed Engineers with diverse well system and groundwater experience, and pump application engineers from major pump manufacturing companies.
- Full-time machine shop, staffed with experienced personnel capable of building and repairing standard and custom pump equipment and specialty products.
- Self-contained chemical trailers to include safety support and operational controls.
- Trained and certified operators for periodic monitoring and maintenance programs.
- In-house training facility and training programs for customers and our own personnel.
- Strong project and construction management for any size project.
- Instant communications with cellular radio/phones for all staff, engineering, technical, field and shop personnel, resulting in better services at a reduced risk and overall cost.
- Modern, safe and reliable equipment with the **Only Telescoping Well Rigs with Spudders** in the industry which are required for effective redevelopment of wells in pump houses.



SAFETY

Safety is paramount when men and equipment are involved. A good safety record is important along with adequate insurance and bonding. General Pump Company, Inc. has the best safety record in Southern California for the water well and pump rehabilitation business. Over the past years, General Pump Company, Inc. has had minimal loss of time for work related injuries

ANNUAL CONTRACTS

Award of an Annual Contract is a great honor and to have an Annual Contract renewed year after year is the greatest complement to a service company. It proves that the contractor has met or exceeded the customers' set goals and expectations. General Pump Company, Inc. has been selected by over 45 cities in Southern California to maintain their well and pumping systems. We have more Annual Contracts with cities than all our competitors combined. Additionally, General Pump Company, Inc. is the primary contractor or sole-source contractor for 15 private utilities and water districts. Most of these are multi-year contracts having been renewed several times over.

MACHINE SHOP CAPABILITIES

General Pump Company, Inc. is the only well and pump Service Company in Southern California that builds 100% of our bowl assemblies. This level of expertise, along with our in-house machining, allows us to supply or repair with a greater level of knowledge that your pump equipment will be reliable and efficient.

Our repair and fabrication facility maintains the most complete line of lathes, welding and associated machining tools.

General Pump Company, Inc. has an expansive repair and fabrication facility. This facility has proven to be invaluable during our 69 years of business, since many pump and motor repairs require a strong interface between machining, welding and electrical support in order to be completed. We have three major groups within our repair and fabrication facility that allow us to serve your needs in a variety of ways:

- **Fabrication and Machining:** Including lathes, milling machines, grinders, balancing machines, flame welding, gas and electric welding, heli-arc, etc. We perform welding on steel, aluminum, brass, cast iron, resurfacing, and custom work.

We repair all types of pumps by all manufacturers in our facility up to approximately 24-inch impeller diameter for single and multi-stage Horizontal Pumps and 30-inch diameter for Vertical Turbine Pumps.

- **Assembly:** In general, the pumps we supply are designed and manufactured by General Pump Company at one of our Engineering Service Centers. Assembly of pumps assures the highest quality product, with the assurance that it is built correctly and will meet the design criteria specified.
- **Field Services:** This service has helped us establish ourselves as well and pump problem solvers since many operational problems can be traced to poor installation practices. Having the proper diagnostic equipment and knowing how to use it distinguishes us as "The Leader in Well and Pump Services".



MACHINE SHOP CAPABILITIES (Continued)

Precision Alignment - We've invested in the latest Precision Alignment technology and have established a growing list of customers who use us for these services.

Removal, Installation, Mechanical and Startup - We perform field-testing, removal, installation and machining services to offer a turnkey pump service.

General Pump Company, Inc. can provide you with high quality workmanship to meet your water supply needs. Our highly skilled employees can also perform repairs on many types of well and booster pumps.

Pump Repair

Booster
End Suction
Horizontal Split Case
Vertical Turbine
Right-Angle Drive

Machine Shop

Shaft Manufactured:

Pumps & Motors, Precision
Straightening, Electrical Motors

Sleeves Made:

Bronze, Mild Steel, Stainless
Steel

Threads and Tapping

Impeller Rebuilding

Balancing, Trimmed
Eyes & Flanges

Mechanical Seals

Re-Machine Seat, High
Pressure, High
High Temperature

Electric Motors

New & Overhauled, Rewound,
Balanced, Custom Bases,
Shaft Repaired Upgrades

EQUIPMENT AND FIELD SERVICE

General Pump Company, Inc. maintains a full service machine shop, clean and safe rigs and cranes are a minimum requirement for reliability, quality workmanship and safety.

General Pump Company, Inc. has several trucks fully loaded with essential equipment to handle many urgent repairs in the field. Our well and pump service crews are always ready and willing to assist your Water Utility with making a repair to keep your well and booster facilities running. Just let us know and we will be on the way, ready to provide you with the highest quality service available.

General Pump Company, Inc. has the newest fleet of rigs and equipment in Southern California. Maintenance and repairs are made at our San Dimas and Camarillo Facilities to make sure our field operations can safely and efficiently respond to our customer's needs. Below are the benefits to our customers.

- Reliable work - In water emergencies, it is important that this large equipment is ready to respond without breakdowns.
- Safety - Our new equipment is not likely to malfunction resulting in major damage or possible injuries.
- The most up-to-date equipment to assemble the Customers' pumps.

General Pump Company, Inc. has the only telescoping pump rigs in Southern California.



General Pump Company, Inc. has chemical treatment equipment with fully operational safety equipment that includes eyewash and shower, along with other special redevelopment tools, which allow General Pump Company, Inc. to perform the most cost-effective cleaning to your wells.

-oOo-



KEY PERSONNEL

KEY PERSONNEL

MICHAEL G. BODART, PRESIDENT / DIRECTOR OF ENGINEERING

Academic Background	University of Missouri - Bachelor of Science in Civil Engineering Post Graduate C.E. Courses in Geohydrology, University of Southern California
Certifications	1999-Byron Jackson Training Certificate 1998-Grade 1 & 2 Distribution and Treatment Certificates 1998-Engineering "A" License 1995-Dale Carnegie Course 1995-Mackay Pump Rehabilitation Certificate 1992-Golden State Pump Technical Training Certificate 1990-Completed Graduate C.E. Courses in Geohydrology at U.S.C. 1986-Layne & Bowler Pump School Certification 1986-Baroid 1-week Drilling Fluid Technology Course Certification 1985-National Water Works Correspondence Course Certification
Professional Present Experience	<u>General Pump Company, Inc.</u> - President / Director of Engineering - 1993- <u>Layne Western</u> - Regional Engineering and Sales Manager (4 offices) <u>Federal Highway Administration</u> - Civil Engineer
Professional Presentations	Michael G. Bodart (Mike Bodart) is recognized as an expert in the field of pump engineering and well rehabilitation in southern California. He has been invited to speak for numerous professional water related associations and conventions. Has been speaking professionally for more than 34 years and has presented in nationally known associations such as AWWA, Tri-State, Southern California Water Utility Association, Inland Water Works Association, Groundwater Resources Association and Central Coast Water Association. In 1992, Mike was part of a selected six-person panel of engineers who met in Kansas City to assist in training nationwide engineers in the water well pump business.

THOMAS A. NANCHY, SR. PROJECT MANAGER / PROJECT ENGINEER

	2004-Byron Jackson Training Certificate 1989-Dale Carnegie Course 1992-Golden State Pump Technical Training Certificate 1986-Layne & Bowler Pump School Certification 1994-Baroid 1-week Drilling Fluid Technology Course Certification 1998-National Water Works Correspondence Course Certification 1994-Goulds Pump Course 2020-BNSF Safety Course
Professional Experience	Tom Nanchy, Sr. Project Manager, has been in the well and pump industry for over Forty (40) years. Throughout his professional career, he has been involved with hundreds of well rehabilitations and is highly regarded in the industry. His wide range of experience allows him to solve many difficult well and pump



issues and provide options. He has also spoken at many professional organizations throughout California with regards to well maintenance and well rehabilitations. Tom is AWWA certified pump installer and a certified pump installer for Large Water Systems (NGWA). He is factory trained and certified by Byron Jackson and Cla-Valve. Tom also holds a certificate with the Mine Safety and Health Administration (MSHA).

WALTER "RAY" REECE JR. BSBM-BSBA, GENERAL MANAGER

Professional Experience

Combined over 40 years of experience managing businesses providing well rehabilitation, maintenance, well drilling, coring, pump manufacturing, and investigative drilling in the environmental, mining, energy and water resource industries. Earned two Bachelor of Science degrees in Business Administration and Management including a Finance focus. Identified, developed and negotiated contracts with private, public and governmental agencies to safely and successfully provide well rehabilitation technologies, pump and motor maintenance, drilling and construction services for a variety of applications. Ray has devoted time to technological transfers of information by conducting industry related seminars and guest lecturing at High Schools, Colleges, Universities, SME, AWWA, and the California Nevada American Water Works Association (Cal-NV AWWA).

FERNANDO MUNOZ. OPERATIONS MANAGER

Professional Experience

Over 40 years' experience of quality control to ensure pumps are ready for installation, scheduling and management of shop and field production crews, and day-to-day management of those Company areas.

Certifications Grade 2 - Distribution Certificate
 Grade 2 - Water Treatment Operator

JAMES M. HINSON, SR. APPLICATION ENGINEER

Professional Experience

Over 40 years' experience of pump engineering. Conducts systems analyses, defines new and/or replacement hydraulic requirements, designs to procurement of materials.

LUIS A. BUSSO, P.G., SR. PROJECT GEOLOGIST

Professional Experience

Professional groundwater work for the past 14 years encompassing field monitoring and technical report writing for siting, geologic log analysis, design, construction, pump testing, water quality sampling, and rehabilitation of municipal-supply and irrigation-supply water wells. Combining geological and industry knowledge toward well project developments on behalf of water districts, cities, farmers, and other private owners within Central and Southern



California. He currently works alongside Ray Reece, at General Pump Company's Camarillo facility to design and implement pump and well solutions for the clients in the greater Santa Barbara and Ventura Counties.

Academic

Background University of California Santa Barbara – Bachelor of Science in Geologic Studies

MARK HAAS, PROJECT MANAGER

Professional

Background Professional background includes 18 years' experience within the well and pump industry. His experience includes Field Service Technician, AirBurst® Operations to include R & D for Frazier Industries and Bolt, Technologies for air gun operations and functionality and Certified Crane Operator.

MICHAEL R. GARCIA, PROJECT ENGINEER

Professional

Background Work alongside Project Manager to ensure progression and completion of pump projects. Review project specifications and prepare documents for engineered projects including as-built drawings and field crew instructions. Assist in project coordination and communication between field crews, vendors, and customers.

Academic

Background Loyola Marymount University, Los Angeles-Master of Science in Mechanical Engr.
University of Redlands, Redlands - Bachelor of Science in Physics

DANIEL J. PICHARDO, PROJECT ENGINEER

Professional

Background Coordinate with project managers, operations manager, and senior applications engineer for materials procurement for all existing projects. Communicate with vendors and customers for timely delivery. Maintain safety manuals for continued safety compliance.

Academic

Background Seattle University - Bachelor of Science, Civil Engineering, Mathematics Minor

J. ALFREDO ("FREDDY") RAMIREZ, PROJECT MANAGER

Professional

Background Professional background includes 23 years' experience within the well and pump industry. His experience includes designing complete pump assemblies, performing well rehabs, well destructions as well as welding. His wide range of experience allows him to have knowledge in multiple fields in the industry.



TEAM ORGANIZATION

Step 1: Calls for service are taken by one of our engineers. This step is important and based on the issue may require further field inspections, testing, evaluation of data (City and GPC), and a meeting with one of our experienced engineers.

Based on our evaluation, we will submit options for the City to consider. Each option requires a discussion of ***Risk, Benefit, and Cost***. As more information and test data becomes available, the course of action may change. Each change requires GPC's engineers to reevaluate and discuss options.

President/Director of Engineering (34 plus years' experience): General oversight of all GPC projects and project management team, and engineering.

Project Managers / Engineers (30-40 years' experience) (Outside): Meet with customers, prepare solutions and options, and evaluate system problems along with pump and well problems.

Project Managers / Engineers (5-15 years of experience) (Inside): Answer customer's technical questions, perform engineering, support outside project managers / engineers, and work closely with our field foremen, job plans and schedules.

Operation Manager (40 years of experience): General oversight of field and shop operations; includes quality control, technical assistance, and equipment allocations for projects.

Senior Pump Engineer (40 years of experience): Performs detailed engineering evaluations, pump inspections, and submits recommendations to project managers / engineers.

Professional Geologist (12 years of experience): Reviews well rehabilitation processes, down hole testing, and submits recommendations.

Field Technicians, Foremen, Electricians, Certified Welders, Certified Crane Operators, and 40-hour HAZMAT certified (10-30 years experience): Play an important role in the job planning, inspections, quality control, and solutions to the issues being discussed.

General Pump Company acquires only professional and experienced personnel to service our customers.



OTHER KEY FACTS ABOUT GENERAL PUMP COMPANY

Although General Pump Company has the largest list of City Contracts, we also have close relationships with many Cities, Water Districts, and private water companies.

Seminars – General Pump Company is responsible for giving out thousands of Continuing Education Units (CEUs). General Pump Company sponsors many of these classes and is also invited speakers for many water associations. Teaching our customers how to protect their greatest capital assets (water systems) is part of our programs to help Southern California Cities become more cost effective in their water operations.

Byron Jackson (Flowserve Corp) – Byron Jackson submersible pumps have a unique design that requires a high degree of understanding. General Pump Company is one of two companies that are certified to sell and service BJ pumps and motors. This equipment must be purchased by a local dealer. BJ pumps are manufactured by Flowserve Corporation. There are no equals to the construction of these heavy duty pumps and motors. BJ pumps have been used for City water systems in the U.S. for over 100 years. General Pump has been working with these pumps for over 60 years in Southern California. The City of South Pasadena utilizes Byron Jackson pumps.

Safety - Safety is paramount when men and equipment are involved. A good safety record is important along with adequate insurance and bonding. General Pump Company, Inc. has the best safety record in Southern California for the water well and pump rehabilitation business. Over the past seven years, General Pump Company, Inc. has had minimal loss of time for work related injuries.

Response Time - The location of a full service pump facility can play a large role in our ability to respond, but also can substantially decrease or increase the cost of a project due to the hours spent hauling equipment to and from your sites. In summary, a 20-mile further commute will typically add about 20% higher cost for all field work.

AirBurst® - AirBurst® Technology is recognized throughout the United States as being one of the most effective development tools that can be used for high capacity wells. When Frazier Industries looked to expand their process into Southern California, they decided to team up with General Pump Company. General Pump Company performs more than 98% of all AirBurst® procedures in Southern California. This process has successfully cleaned the Cities' wells for over ten (10) years.



QUALITY

THE "GENERAL PUMP" WAY

- ☐ Two (2) Pump Engineering Centers to better serve the Southern California region San Dimas and Camarillo – General Pump does not drill wells, therefore 100% of our 67 years of expertise has been dedicated to well and pump rehabilitation.
- ☐ More Annual Maintenance Contracts (with renewal option) than all of our competitors combined for the Southern California region.
- ☐ Key Management Personnel as well as Qualified Technical and Support Personnel.
- ☐ Maintains a full-service machine shop, clean and safe rigs and cranes which provides for reliability, quality workmanship and safety. Also utilizes specialized equipment for chemical treatments.
- ☐ Water Flush Pumps - Various cities and water districts operate this special type of pump. General Pump engineered the pump and uses proprietary parts, which are manufactured in our San Dimas Facility.
- ☐ Certified to sell and service Byron Jackson pumps and motors in Southern California.
- ☐ Competitive prices per our Published Rate Schedule. Discounted rates for all annual contracts. Engineering services are *included* in our rates. All repairs include a one-year warranty for *workmanship, material, and Engineering*.
- ☐ Performs more than 98% of all AirBurst® procedures in Southern California. AirBurst® has successfully cleaned the Cities' wells without damaging the well screens.
- ☐ Utilizes a unique Well Profiling process to help solve well problems from sanding, lost production, and water quality issues. Our goal is to evaluate issues prior to pulling pump equipment.
- ☐ Responsible for giving out thousands of Continuing Education Units (CEUs) through our seminars.
- ☐ Best safety record in the industry.



Water Well Solutions

Water Well Solutions proudly represents "AirBurst® Technology" as an innovative water well rehabilitation technology. AirBurst® is a proven, comprehensive rehabilitation and development process for all types of water wells.

Water Well Solutions continues to be a leader in the well rehabilitation field. As an original AirBurst® licensee, we assisted in the initial development of the process, and continue to pursue innovative ways to enhance the technology. Our cutting edge approach has provided our clients with hundreds of successful applications (references available upon request).

Water Well Solutions is the authorized dealer for AirBurst® throughout the Midwest.

Water Well Solutions Illinois Division, LLC.
44W158 Keslinger Rd. Elburn, IL 60119
888-769-9009 • Fax 920-474-4771

Water Well Solutions Service Group, Inc.
N87 W36051 Mapleton St.
Oconomowoc, WI 53066
888-769-9009 • Fax 920-474-4771
www.WWSSG.com
E-mail: info@WWSSG.com



Water Well Solutions

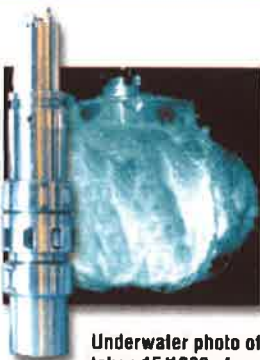
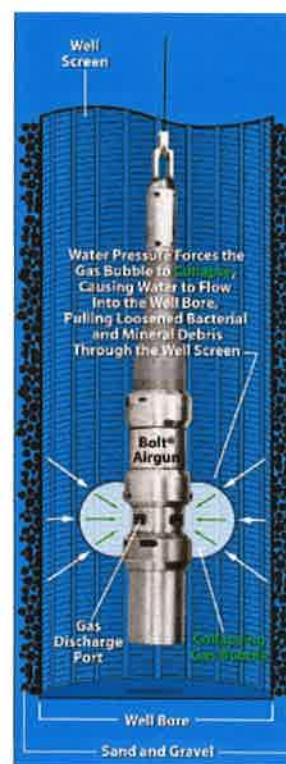
BI-PRODUCT – RESIDUALS – EXPLOSIVES FREE

AIRBURST®

Technology

**Your Exclusive and
Only Licensed AIRBURST® Provider
in Wisconsin and Northern Illinois!**

**The Powerful Rehabilitation and
Development Process for all Water Well Types.**



Underwater photo of Bolt Air Gun
taken 15/1000 of a second after firing

**NO CHEMICALS
NO EXPLOSIVES
ENVIRONMENTALLY
FRIENDLY**

**Compressed air or
inert gas** are the
sources of **AIRBURST®**
energy, providing an
effective and responsible
green alternative to
other methods.

MORE BANG FOR YOUR BUCK!

AIRBURST®

AirBurst is an All-American based technology and is a one of a kind patented process that uses high pressure air or inert gas to stimulate selected zones within the formation and generates high-energy pressure pulses in the well. This energy generates acoustic waves that break up and remove mineral scales, silts, sedimentation and bio-films from the bore hole wall or well screen. With the energy being released at 15/1000 of a second after firing, it generates an air bubble that expands and collapses inside the well. This provides a intense surging action that generates a mechanical cleaning of the well as the bubble expands and collapses. As the bubble collapse, it creates a negative pressure zone in the well that pulls in mineral and biological debris dislodged during the process for easy removal with a bailer.

AIRBURST® Advantages

A single AirBurst® air gun has numerous interchangeable firing chambers to assure you of a tailored fit in any well of any construction. We have 7 different air guns and 22 chambers available.

ONLY AirBurst® electronically and precisely controls the air gun energy discharge to allow dislodged debris to settle before the next burst occurs. Electronic firing puts the energy control in the hands of our technician. Only AirBurst® can deliver the exact number of bursts per foot at the desired pressure and at the exact location within the well.

AirBurst® gun ports are also designed to provide maximum energy release by maximizing port area and internal throat size to the ports. The energy range we have available is 2 grains of TNT to 910 grains (2 pounds). We have the right tools for the smallest and most fragile well to the big tools needed to develop rock wall wells. Precise pressure regulation allows the AirBurst® process to develop sustainable, controlled and exactly repeatable energy discharges to create a constant energy level to be maintained as the air gun is raised in the well and the hydrostatic pressure decreases. No guess work with AirBurst®.

No One Compares to the Power of AirBurst®:

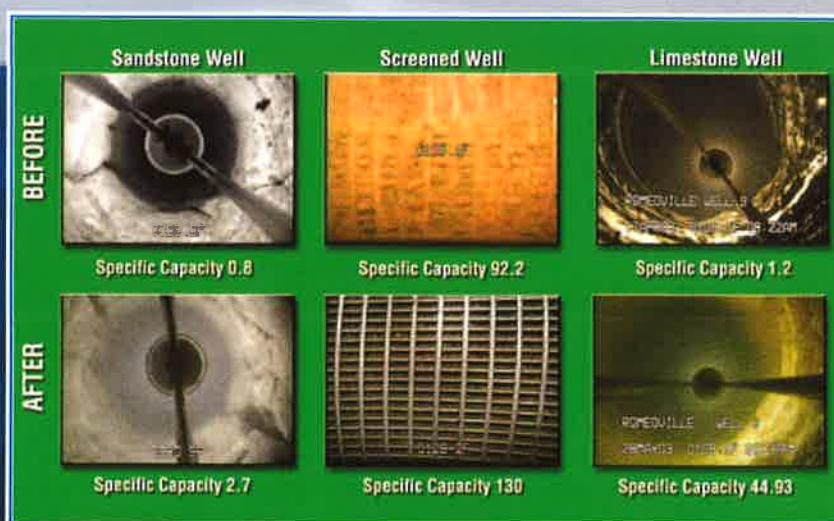
AirBurst® Model	5500LL	2800LL	1900LL&B	1500C
Chamber sizes (cu. in.)	1 – 40	20 – 120	20 – 200	500
Max Working Pressure (psi)	2,500	2,500	3,000	3,000
Pulse Frequency and Pressure	Operator Controlled	Operator Controlled	Operator Controlled	Operator Controlled
Max. Pulse Energy @ 3000psi.	27 grams TNT	68 grams TNT	109 grams TNT	273 grams TNT

Water Well Solutions Illinois Division, LLC.
44W158 Keslinger Rd. Elburn, IL 60119
888-769-9009 • Fax 920-474-4771

Water Well Solutions Service Group, Inc.
N87 W36051 Mapleton St., Oconomowoc, WI 53066
888-769-9009 • Fax 920-474-4771
www.WWSSG.com E-mail: info@WWSSG.com



Water Well Solutions





Drill & Press



Vertical Turret Lathe Machine



General Pump manufactures most of our parts, which reduces cost, saves time, and improves quality. A 60-year collection of spare parts. If one pump is obsolete, there is a good chance we can find what we need or make it. Customer's equipment is temporarily stored for your inspection.





We repair your shafts with special pneumatic tools.



A staff of five maintains our rigs and equipment to make sure our equipment is safe and reliable.



AirBurst® Equipment - A "Patented Process"



GPC is the only Southern California Pump Service Company to own and operate a CNC machine. Why? Higher quality parts, faster, and at a lower cost.



Welding & Fabrication Shop

Our "primary" pipe fitter/welder is a certified welder with over 30 years' experience.



Steam Cleaning



Sandblaster



Electrical



30 -Ton Truck



375 Compressor



500HP Diesel Engine



40-Ton Crane

Utility Truck



159 N. ACACIA STREET * SAN DIMAS, CA 91773

PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215

www.genpump.com

WELL & PUMP SERVICE SINCE 1952*Serving Southern California and Central Coast*

Lic. #496765

Well Preventative Maintenance Contracts

<u>Client References</u>	<u>Project</u>	<u>Work Description</u>	<u>Period</u>	<u>Project Cost</u>
City of Arcadia 240 W. Huntington Drive Arcadia, CA 91066 Contact: Tom Tait Ofc: 626-256-6554	Well & Booster Preventative Maintenance	Well & Booster Preventative Maintenance	Aug. 2019- Present	\$ 137,550.00
City of Glendora 116 E. Foothill Blvd. Glendora, CA 91740 Contact: Steve Patton Ofc: 626-914-8200	Well & Booster Maintenance	Well & Booster Preventative Maintenance	June 2017-December 2019	\$102,000.00
City of Santa Monica 1228 South Bundy Drive Los Angeles, CA 90025 Contact: Gary Rickinick Ofc: 310-458-8411	Water Well & Pump Maintenance	Water Well & Pump Maintenance	July 2018-July 2023	\$218,000.00
City of Orange 189 South Water Street Orange, CA 92866 Contact: Son Tran Ofc: 714-288-2497	Well Maintenance and Repairs	Well Maintenance and Repairs	July 2018-July 2021	\$1,224.160.00
City of Monterey Park 2657 N. Delta Avenue Rosemead, CA 91770 Contact: Ralph Martinez Ofc: 626-280-5552	Well & Booster Maintenance	Well & Booster Preventative Maintenance	Jan 2017. – Jan 2022	\$400,000.00
General Pump Company has more Annual Maintenance Contracts in Southern California than all our competitors combined.				



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WELL & PUMP SERVICE SINCE 1952

Lic. #496765

*Serving Southern California and Central Coast***Similar Well and Pump Rehab Projects**

<u>Client References</u>	<u>Project</u>	<u>Work Description</u>	<u>Period</u>	<u>Project Cost</u>
City of Colton 160 South 10 th Street Colton, CA 92324 Contact: Mike Cory Ofc: 909-370-6101	Well 31	Well Rehabilitation	Jan - April 2020	\$126,324
City of Ontario 1425 South Bon View Ontario, CA 91762 Contact: Chris Bonadurer Ofc: 909-395-2696	Well 43	Well Rehabilitation	Nov 2019- April 2020	\$119,560
City of South Gate 8650 California Ave South Gate, CA 90280 Contact: Ana Ananda Ofc: 323-563-9500	Well 28	Well Rehabilitation	Oct - Dec 2019	\$192,120
City of Orange 189 South Water Street Orange, CA 92866 Contact: Son Tran Ofc: 714-288-2497	Well 20	Well & Pump Rehab	Sept – Oct 2019	\$131,000
Western Municipal WD 14205 Meridian Pkwy Riverside, CA 92518 Contact: Fakhri Manghi Ofc: 951-571-7290	Arlington Desalter Well 1	Well & Pump Rehab	Feb- June 2019	\$188,807
City of Anaheim 909 East Vermont Ave Anaheim, CA 92805 Contact: Mark Adams Ofc: 714-765-4311	Well 41	Well Redevelopment; Pump Rehab	March 2018- June 2019	\$164,894
Elsinore Valley WD 31315 Chaney Street Lake Elsinore, CA 92530 Contact: John Manhard Ofc: 915-674-3146	Summerly Well	Well & Pump Rehab	July 2018- June 2019	\$341,882
Additional References Available Upon Request				

Section 4 – (22)



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **496765** Entity **CORP**
Business Name **GENERAL PUMP COMPANY INC**

Classification(s) **C57 C61/D21 A**

Expiration Date **08/31/2022**

www.csib.ca.gov





APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Renewal

Period: July 1, 2019 – June 30, 2022

Contractor Information

Contractor Name: GENERAL PUMP COMPANY, INC.

Trade Name:

License Type Number: 1000002769

Contractor Physical Address

Physical Business Country: United States of America

Physical Business Address: 159 N. ACACIA ST.

Physical Business City/ Province: SAN DIMAS

Physical Business State: CA

Physical Business Postal Code: 91773

Contractor Mailing Address

Mailing Business Country:

Mailing Business Address:

Mailing Business City/ Province:

Mailing Business State:

Mailing Business Postal Code:

Contact Info

Daytime Phone:

Mobile Phone:

Daytime Phone Ext.:

Business Email: gcampbell@genpump.com

Applicant's Email: asantacruz@genpump.com

Workers' Compensation

Professional Employer Organization (PEO)

Do you lease employees through Professional Employer Organization? No

Workers' Compensation Overview

Insured by carrier

Carrier: TRAVELERS PROPERTY
CASUALTY INSURANCE
COMPANY

Inception Date: June 1, 2017

Policyholder Name: GENERAL PUMP COMPANY,
INC.

Expiration Date: May 30, 2018

Policy Number: PJUB-5946N79-9-16

Certification

- Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award
- Yes I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.
- Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.

I understand refunds are not authorized

I, Allison Santa Cruz, the undersigned, am , GENERAL PUMP COMPANY, INC. with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 5/24/2019 8:51:18 AM

Legal Entity Information

Legal Entity Type: Corporation

Name: GENERAL PUMP COMPANY, INC.

Risk Summary Report**Bureau Number: 1-34-56-34****Date Created: April 20, 2020****Risk's Primary Name and Mailing Address:**

GENERAL PUMP CO INC
159 NORTH ACACIA STREET
SAN DIMAS, CA 91773-0000

Experience Modification(s) -- last 10 years:

Rating Year	X-Mod	X-Mod Status	Rerate
2020	78	Published	0
2019	55	Published	0
2018	58	Published	0
2017	59	Published	0
2016	62	Published	0
2015	63	Published	0
2014	65	Published	0
2013	64	Published	0
2012	72	Published	0
2011	70	Published	0

Classification developing the most payroll during current Experience Period

Class Code	Inspected	Description
3612	Yes	Pump/Hydraulic Apparatus Mfg/Repair

WCIRB Assigned Classification(s):

Class Code	Suffix	Inspected	Description
3612	00	Yes	Pump/Hydraulic Apparatus Mfg/Repair
3724	01	Yes	Millwright Work
8742	00	Yes	Salespersons-Outside
8810	00	Yes	Clerical Office Employees

Additional Names on current policies

GENERAL PUMP CO INC

Cal/OSHA Form 300A (Rev. 7/2007)

Appendix B

Annual Summary of Work-Related Injuries and Illnesses

Year 20 17
 Department of Industrial Relations
 Division of Occupational Safety & Health

All establishments covered by CCR Title 8 Section 14300 must complete this Annual Summary, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the Cal/OSHA Form 300 in its entirety. They also have limited access to the Cal/OSHA Form 301 or its equivalent. See CCR Title 8 Section 14300.35, in Cal/OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>0</u>
(K)	(L)

Injury and Illness Types

Total number of ...			
(M)			
(1) Injuries	<u>0</u>	(4) Poisonings	<u>0</u>
(2) Skin disorders	<u>0</u>	(5) Hearing loss	<u>0</u>
(3) Respiratory conditions	<u>0</u>	(6) All other illnesses	<u>0</u>

Post this Annual Summary from February 1 to April 30 of the year following the year covered by the form.

Establishment information

Your establishment name General Pump Company, Inc. +
 Street 159 N Acacia St. +
 City San Dimas State CA ZIP 91773

Industry description (e.g., *Manufacture of motor truck trailers*)
Water Well Services & Maintenance

Standard Industrial Classification (SIC), if known (e.g., *SIC 3715*)
1 7 8 1

Employment information (If you don't have these figures, use the optional Worksheet to estimate.)

Annual average number of employees 53
 Total hours worked by all employees last year 119,815

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature] Administrator
 Company executive (909) 599-9686 Title
 Phone Date 01/15/18

f

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Section 4 (27)

Year 20 1 8

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	1	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
35	172
(K)	(L)

Injury and Illness Types

Total number of ... (M)			
(1) Injuries	2	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name General Pump Company, Inc.

Street 159 N Acacia St

City San Dimas State CA ZIP 91773

Industry description (e.g., Manufacture of motor truck trailers)
Ware Well Services & Maintenance

Standard Industrial Classification (SIC), if known (e.g., 3715)

1 7 8 1

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 54

Total hours worked by all employees last year 126,732

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Trig R. Bumbell

Company executive

(909) 599-9606

Phone

Controller

Title

01/29/19

Date

Section 4 (29)

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2020
 U.S. Department of Labor
 Occupational Safety and Health Administration

Form approved OMB no. 1215-0178

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>1</u>	<u>1</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>8</u>	<u>124</u>
(K)	(L)

Injury and Illness Types

 Total number of...
(M)

(1) Injury	<u>2</u>	(4) Poisoning	<u>0</u>
(2) Skin Disorder	<u>0</u>	(5) Hearing Loss	<u>0</u>
(3) Respiratory Condition	<u>0</u>	(6) All Other Illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

 Your establishment name GENERAL PUMP COMPANY, INC.

 Street 159 N ACACIA ST

 City SAN DIMAS State CA Zip 91773

 Industry description (e.g., Manufacture of motor truck trailers)
WATER WELL SERVICE AND MAINTENANCE

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

1 7 8 1

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment Information

 Annual average number of employees 51

 Total hours worked by all employees last year 119,527

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

ALLISON SANTA CRUZ
 Company executive

ADMINISTRATOR
 Title

909-598-9608
 Phone

2/1/2021
 Date

EXHIBIT C

RFP: As-needed Pump Services

Joanne Chan, Joe Schaack &

Proposer: General Pump Company, Inc.Evaluators: Sergio Granda

Topics	Points Allowed	Points Awarded	Comments
Qualifications and Experience	10%		
Primary objectives addressed	0-4	4	
Forms Completed	0-3	3	
Experience/Resumes provided	0-3	3	
Total		10	
Capability	25%		
Length of Service more than 5 years	0-3	3	
Length of Service more than 10 years	0-4	4	
Current Government Contracts	0-3	3	
24 Hour Emergency	0-3	3	
Response Times	0-5	5	
Assigned Project Manager	0-4	4	
Subcontractor Work	0-3	3	
Total		25	
References	5%		
References Provided	0-2	2	
Evaluation of References	0-3	3	
Total		5	
Compliance/Completeness	10%		
Perform Necessary Tasks	0-3	3	
Warranty	0-2	2	
Timeliness of Repairs	0-3	3	
Full Service Shop with All Equipment	0-2	2	
Total		10	
Budget	50%		
Appropriate Price for Scope of Services	0-25	25	
Total Price Cost Provided for completion	0-25	25	
Total		50	
TOTAL PROPOSAL POINTS AWARDED:		100	

RFP: As-needed Pump Services

Joanne Chan, Joe Schaack &

Proposer: Layne Christensen CompanyEvaluators: Sergio Granda

Topics	Points Allowed	Points Awarded	Comments
Qualifications and Experience	10%		
Primary objectives addressed	0-4	4	
Forms Completed	0-3	3	
Experience/Resumes provided	0-3	3	
Total		10	
Capability	25%		
Length of Service more than 5 years	0-3	3	
Length of Service more than 10 years	0-4	4	
Current Government Contracts	0-3	3	
24 Hour Emergency	0-3	3	
Response Times	0-5	5	
Assigned Project Manager	0-4	4	
Subcontractor Work	0-3	3	
Total		25	
References	5%		
References Provided	0-2	2	
Evaluation of References	0-3	3	
Total		5	
Compliance/Completeness	10%		
Perform Necessary Tasks	0-3	3	
Warranty	0-2	2	
Timeliness of Repairs	0-3	3	
Full Service Shop with All Equipment	0-2	2	
Total		10	
Budget	50%		
Appropriate Price for Scope of Services	0-25	20	
Total Price Cost Provided for completion	0-25	20	
Total		40	
TOTAL PROPOSAL POINTS AWARDED:		90	

RFP: As-needed Pump Services

Joanne Chan, Joe Schaack &

Proposer: Weber Water Resources CA LLCEvaluators: Sergio Granda

Topics	Points Allowed	Points Awarded	Comments
Qualifications and Experience	10%		
Primary objectives addressed	0-4	4	
Forms Completed	0-3	3	
Experience/Resumes provided	0-3	3	
Total		10	
Capability	25%		
Length of Service more than 5 years	0-3	3	
Length of Service more than 10 years	0-4	4	
Current Government Contracts	0-3	3	
24 Hour Emergency	0-3	3	
Response Times	0-5	5	
Assigned Project Manager	0-4	4	
Subcontractor Work	0-3	3	
Total		25	
References	5%		
References Provided	0-2	2	
Evaluation of References	0-3	2	
Total		4	
Compliance/Completeness	10%		
Perform Necessary Tasks	0-3	3	
Warranty	0-2	2	
Timeliness of Repairs	0-3	3	
Full Service Shop with All Equipment	0-2	2	
Total		10	
Budget	50%		
Appropriate Price for Scope of Services	0-25	20	
Total Price Cost Provided for completion	0-25	20	
Total		40	
TOTAL PROPOSAL POINTS AWARDED:		89	

RFP: As-needed Pump Services

Joanne Chan, Joe Schaack &

Proposer: Well Tec. ServicesEvaluators: Sergio Granda

Topics	Points Allowed	Points Awarded	Comments
Qualifications and Experience	10%		
Primary objectives addressed	0-4	4	
Forms Completed	0-3	3	
Experience/Resumes provided	0-3	2	
Total		9	
Capability	25%		
Length of Service more than 5 years	0-3	2	
Length of Service more than 10 years	0-4	3	
Current Government Contracts	0-3	3	
24 Hour Emergency	0-3	3	
Response Times	0-5	4	
Assigned Project Manager	0-4	3	
Subcontractor Work	0-3	3	
Total		21	
References	5%		
References Provided	0-2	2	
Evaluation of References	0-3	3	
Total		5	
Compliance/Completeness	10%		
Perform Necessary Tasks	0-3	3	
Warranty	0-2	2	
Timeliness of Repairs	0-3	3	
Full Service Shop with All Equipment	0-2	2	
Total		10	
Budget	50%		
Appropriate Price for Scope of Services	0-25	20	
Total Price Cost Provided for completion	0-25	20	
Total		40	
TOTAL PROPOSAL POINTS AWARDED:		85	

DATE: May 6, 2021

MOTION:

Agenda

		Motion	2nd	Aye	Nay	Abstain
Director	Dr. Michael Taylor			✓		
Director	Greg Young			✓		
Director	Dr. Clifford Young, Sr.	✓		✓		
Vice President	Kyle Crowther		✓	✓		
President	Channing Hawkins			✓		

MOTION:

consent item no. 1-10

		Motion	2nd	Aye	Nay	Abstain
Director	Dr. Michael Taylor	✓		✓		
Director	Greg Young			✓		
Director	Dr. Clifford Young, Sr.			✓		
Vice President	Kyle Crowther		✓	✓		
President	Channing Hawkins			✓		

MOTION:

Business Matters item no. 11 - pulled

		Motion	2nd	Aye	Nay	Abstain
Director	Dr. Michael Taylor					
Director	Greg Young					
Director	Dr. Clifford Young, Sr.					
Vice President	Kyle Crowther					
President	Channing Hawkins					

MOTION:

		Motion	2nd	Aye	Nay	Abstain
Director	Dr. Michael Taylor					
Director	Greg Young					
Director	Dr. Clifford Young, Sr.					
Vice President	Kyle Crowther					
President	Channing Hawkins					

MOTION:

		Motion	2nd	Aye	Nay	Abstain
Director	Dr. Michael Taylor					
Director	Greg Young					
Director	Dr. Clifford Young, Sr.					
Vice President	Kyle Crowther					
President	Channing Hawkins					

Peggy Asche
Peggy Asche, Board Secretary

5/6/21
Date



159 N. ACACIA STREET * SAN DIMAS, CA 91773
 PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215
www.genpump.com

WELL & PUMP SERVICE SINCE 1952

Lic. #496765

Serving Southern California and Central Coast

February 23, 2022

Via Email

West Valley Water District
 855 West Baseline Rd.
 Rialto, California 92337
 Attn: Joe Schaack

Subject: East Complex-North Well – Repair and Rehab -Rev. 1

General Pump Company is pleased to provide our quote to repair the existing pump and rehabilitate the well to unplug the perforations. The pump was recently removed as it was determined at normal pump operation. The pump would almost immediately break suction.

It must be noted, this is the first time the well and pump has been serviced since being put on-line new in 2011. It should also be noted the static water level has dropped 159' BGS (Below ground surface) as indicated by pump tests when the well was first put into service, again in 2011. The static level recorded then was 231' vs. the current condition obtained with a video log dated December 20, 2021 @ 390.2' BGS. The suction will extend into a blank zone located @ 490'

With the drop in the water table and almost total plugging within the perforations, well cleaning activities will be required to unplug the perforations to regain some loss capacity. The quote will include all labor, shop and field, materials, and equipment to repair and reinstall the pump. It also includes the labor to reinstall the sound panels adjacent to the well. The well cleaning will be laid out in phases.

Engineering Inspection

Pump bowl is worn. Pump bowl shaft is worn. Bowl bearings are in fair condition, impeller hydraulic seal rings are worn beyond manufactures specifications. Production column pipe is lined and coated with Scotchkote 134 fusion bonded epoxy. Column pipe couplings & male threads are in good condition. One (1) column pipe was torch cut during removal. Tube and shaft are coated on the outside diameter with Scotchkote 134 fusion bonded epoxy. The oil enclosing tubes appear to be in good condition. Top column pipe and top column flange appear to be in good condition. Top column pipe is lined and coated with Scotchkote 134 fusion boned epoxy, coating is chipped and compromised. Head shaft is in fair condition, bearing wear can be seen in the oil receiver sleeve bearing journal. Discharge head is in good condition.

The discharge head is lined and coated with two part liquid epoxy. Motor visually appears dirty; varmint screens are partially plugged with dirt and oily residue.

Cost

Shop Labor

- Pressure wash pump bowls & prep for disassembly 1 Hrs.
- Heat, quench & remove torch cut steel suction case suction pipe adapter 1 Hrs.
- Heat, quench & remove torch cut column pipe from pump discharge case 1 Hrs.
- Disassemble pump bowl assembly & inspect 6 Hrs.
- Receive & inspect new materials, quality assurance 6 Hrs.
- Heat, quench & remove suction case bronze sleeve bearing 1 Hrs.
- Clean & wire wheel bearing housing, prep for new bronze sleeve bearing installation 1 Hrs.
- Pressure wash & clean suction case, wire wheel case flange & machined register 1 Hrs.
- Heat, quench & remove suction case hydraulic wear ring, prep for machining 1 Hrs.
- Set-up, indicate & machine suction case for hydraulic wear ring 2 Hrs.
- Machine 416 Stainless Steel suction case hydraulic wear ring 2 Hrs.
- Install new suction case bronze sleeve bearing & hydraulic S.S. wear ring 1 Hrs.
- Remove intermediate bowl bronze sleeve bearings, wire wheel bearing housings 2 Hrs.
- Clean intermediate bowls, wire wheel bowl flanges & intermediate bowl registers 4 Hrs.
- Heat, quench & remove intermediate bowl hydraulic wear rings, prep for machining 2 Hrs.
- Set-up, indicate & machine intermediate bowls for hydraulic wear rings 4 Hrs.
- Sandblast & clean impellers, prepare for machining 2 Hrs.
- Set-up, indicate & machine impeller hydraulic ring surfaces to nominal size 3 Hrs.
- Machine S.S. intermediate bowl hydraulic wear rings 3 Hrs.
- Install new intermediate bowl bronze sleeve bearings & hydraulic S.S. wear rings 2 Hrs.
- Machine bowl shaft, indicate, turndown, thread, polish & balance 6 Hrs.
- Clean pump components after machining & prepare for assembly 2 Hrs.
- Heat, quench & remove pump bowl discharge case bronze sleeve throttle bearing 1 Hrs.
- Wire wheel & clean discharge case bearing housing & internal pipe threads 1 Hrs.
- Install new pump bowl discharge case bronze sleeve throttle bearing 1 Hrs.
- Assemble pump bowls, prep for installation 8 Hrs.
- Install new discharge case threaded oil tube connector bearing, verify tolerances & runout 1 Hrs.
- Pressure wash coated production column pipe, clean & prep threaded

pipe couplings	8 Hrs.
• Transport one (1) column pipe the pipe threading facility, load-out & handling	1 Hrs.
• Pull oil lubricated tube & shaft assemblies from column pipe	3 Hrs.
• Lay out tube & shaft assemblies, remove / pull out 20 ft carbon steel line shafts, inspect	4 Hrs.
• Remove oil lubricated tube line shaft end bearings	2 Hrs.
• Pressure wash & sandblast oil tube end bearings	4 Hrs.
• Block face & sand oil tube ends to remove debris & coating overspray	8 Hrs.
• Polish & balance shaft line shafts, install new line shaft couplings w/ thread anti-seize	8 Hrs.
• Reassemble oil lubricated tube & shaft assemblies, install end bearings w/ thread anti-seize	8 Hrs.
• Stab out tube & shaft into production column pipe, prepare for installation	4 Hrs.
• Remove & machine out cut stretch tube from tension plate	2 Hrs.
• Remove top column pipe from head, remove threaded top column flange	2 Hrs.
• Remove top column flange threaded studs & nuts	1 Hrs.
• Clean top column flange, wire wheel internal pipe threads, prep for machining	2 Hrs.
• Machine & thread new top column parallel & concentric to center line of pump	8 Hrs.
• Pressure wash discharge head & paint	2 Hrs.
• Set-up inline & drill discharge head for PVC access tube, handling	4 Hrs.
• Set up inline & drill or notch top column flange for PVC access tube, handling	2 Hrs.
• Clean top column pipe flange studs & nuts, prep for installation	1 Hrs.
• Install top column pipe & flange w/ new gasket	2 Hrs.
• Engineer, calculate & machine oil tube tension / stretch tube	N/C
• Engineer, calculate & machine head shaft, thread, key, polish & balance	N/C
• Clean tube stretch / tension plate assembly, prepare for installation	1 Hrs.
• Replace oil receiver nut bronze sleeve bearing	1 Hrs.
• Mount & install GPC 2 gallon oil pot, dripper assembly & manual by-pass tube & fittings	1 Hrs.
• Mount & install water level gage bracket & compression fittings	2 Hrs.
• Transport discharge head to sandblast, handling	2 Hrs.
• Transport impellers to electronic balancing, handling	2 Hrs.
• Remove discharge head jacking bolts, clean jacking bolts, chase threads & reinstall	2 Hrs.
• Inspect & paint discharge head after sandblast, handling	3 Hrs.
• Clean, paint & reinstall customer's CAL OSHA discharge head shaft guard screens	1 Hrs.

157 Hrs. @ \$90/Hr. \$ 14,130.00

Materials

• Cone strainer, 316 stainless steel, heavy duty 7ga wire wound	\$ 962.00	
• Suction pipe with down hole lifting lugs (60')	4,994.00	
• Pump bowl shaft, 17-4 Stainless Steel, Pump Shaft Quality	1,860.00	
• Pump bowl suction case bronze sleeve bearing	192.00	
• Pump bowl suction case 416 Stainless Steel hydraulic wear ring	378.00	
• Intermediate bowl bronze sleeve bearings	698.00	
• Intermediate bowl 416 S.S. hydraulic wear ring	1,022.00	
• Discharge case heavy wall bronze sleeve throttle bearing	322.00	
• Set, 316 S.S bowl fasteners	92.00	
• Two part liquid epoxy touch up kit	174.00	
• Discharge case threaded bronze oil tube connector bearing	158.00	
• Pump bowl shaft coupling, carbon steel	52.00	
• Line shaft coupling, carbon steel	1,092.00	
• Oil tube black widow centering spider	328.00	
• Top column pipe, Sch 40, lined & coated with Scotchkote 134 fusion bonded epoxy	1,008.00	
• Oil tube receiver nut heavy wall bronze sleeve bearing insert	342.00	
• Oil tube nut packing	62.00	
• Top tension / stretch oil tube	162.00	
• Head shaft, carbon steel. P.S.Q.	1,280.00	
• Head shaft bronze adjusting nut, motor driver steel gib key & brass lock screw	180.00	
• General Pump Co. 2 Gallon oil pot, oil dripper assembly w/ manual bypass	780.00	
• 110V oiler automatic solenoid valve	108.00	
• Gallons Mobil DTE light enclosing tube installation turbine oil	384.00	
• Gallons Mobil SHC 624 synthetic electric motor turbine oil	390.00	
• 1/4" S. S. Dekron continuous PVC jacketed airline	1,382.00	
• Liquid filled water level pressure gauge, bracket & compression fittings	115.00	
• 1 1/4" Sch 80 flush joint PVC access pipe	2,624.00	
• 16" 150# Full face gasket kit w/ GR5 zinc plated fasteners	162.00	
• 400 Hp motor junction box electrical connection kit	380.00	
• 316 S.S. Bandit, clamps & pads to secure airline & PVC to production column pipe	280.00	
• Oxygen / acetylene	130.00	
• 3M Co. Scotchkote liquid epoxy touch up kit	220.00	
• Misc. Consumables, assembly lube, solvents, paint, pump head base sealant & shims	225.00	
• Shipping and Handling	360.00	
• Sales Tax @ 8.75%	2,003.58	24,901.58



Outside Service

- | | | |
|--|----------|----------|
| • Balance impellers for service @ 1780 rpm | 1,078.00 | |
| • Cut & re-thread One (1) production column pipe | 174.00 | 1,252.00 |

Phase 1 – Wire Brush

- Mob to site, conduct brief tailgate safety meeting
- Rig up equipment
- Wire brush well with stiff wire brush, use two (2) brushes to ensure proper brushing
- Use brush with chlorine basket during brushing
- Bail accumulated fill into roll-off bin
- Prep well for video

Mobilization & Demobilization	200.00	
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Two Men Rig & Service Truck

<i>Est.</i> 30 Hrs. @ \$260/Hr.	7,800.00	
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<i>Est.</i> OT – 6 Hrs. @ \$116/Hr.	696.00	
-------------------------------------	--------	--

Outside Service

- | | | |
|------------------|----------|--|
| • Video log well | 1,000.00 | |
|------------------|----------|--|

Shop Labor

- Load / unload brushes/bailor
- Fabricate two (2) wire brushes

<i>Est.</i> 20 Hrs. @ \$90/Hr.	1,800.00	
--------------------------------	----------	--

Materials

- | | | |
|-------------------------|--------|--|
| • HTH granular chlorine | 228.00 | |
| • Freight | 75.00 | |
| • Sales Tax @ 8.75% | 26.51 | |

Rentals

- | | | |
|--|----------|-----------|
| • (2) Steel brushes with chlorine chambers – 2 @ \$500/Ea. | 1,000.00 | |
| • (1) 18 cu/yrd roll-off, includes analytical, Disposal. | 1,800.00 | 14,625.51 |



Phase 2 (Airburst)

Airburst Technician & Equipment (2) 10 Hr./day – 1 st day @ 10,800 and 2 nd day @ 6,500	17,300.00
Support equipment	
Two Men Rig & Service Truck <i>Est.</i> 20 Hrs. @ \$260/Hr.	5,200.00
<i>Est.</i> OT 4 Hrs. @ \$180/Hr.	720.00

Dual Swab Airlift

- Airlift perforations from 445'-980' to remove detached tubercle and biological growth

Two Men Rig & Service Truck @ \$260/Hr.
One Man & Rotary Crane @ \$170/Hr.

<i>Est.</i> 50 Hrs. @ \$430/Hr.	21,500.00
<i>Est.</i> OT 12 Hrs. @ 180/Hr.	2,160.00

Outside Service

- Video log 1,000.00

Rentals

- Air compressor & fuel
Est. 50 Hrs. @ \$170/Hr. 1,050.00 48,930.00

Phase 4 – Pump Installation

- Confirm lockout, tagout of electrical service
- Install complete pump and motor
- Wire motor, check rotation
- Adjust pump, startup/record data

Two Men Combo Rig & Service Truck @ \$260/Hr.
One Man & Service Truck @ \$140/Hr.



Joe Schaack
West Valley WD
February 23, 2022
Page -7-

Est. 38 Hrs. @ \$400/Hr.

15,200.00

Field Labor – Install sound panels

One Man & Service Truck @ \$140/Hr.

One Man & Welding Truck @ \$148/Hr.

Est. 10 Hrs. @ \$280/Hr.

2,800.00

Est. OT 2 Hrs. @ \$120/Hr.

240.00

Rentals

- Man lift – includes pickup / delivery
- Portable toilet with sanitizing station

1,900.00

675.00

20,815.00

Performance and Payment Bonds

2,500.00

Total Labor & Material \$ 127,154.09

Should you have any questions or need additional information regarding the above summary and associated cost, please do not hesitate to contact us. Thank you.

Sincerely,

GENERAL PUMP COMPANY, INC.

Tom Nanchy

Tom Nanchy
Sr. Project Mgr. / Engineer



BOARD OF DIRECTORS STAFF REPORT

DATE: March 17, 2022
TO: Board of Directors
FROM: Shamindra Manbahal, General Manager
SUBJECT: PURCHASE OF GRANULAR ACTIVATED CARBON FOR THE
 FLUIDIZED BED REACTOR (FBR) TREATMENT PLANT

BACKGROUND:

The Fluidized Bed Reactor (FBR) Plant biologically treats water contaminated with nitrate and perchlorate via nitrate denitrification and perchlorate reduction to nitrogen gas, chloride ions, and carbon dioxide under steady-state conditions and is a vital source of the West Valley Water District's (District) domestic water supply in the southern service area. To ensure perchlorate breakthrough does not occur at 2.9-million gallons per day. The groundwater treatment plant staff monitors perchlorate levels continuously at the chlorine contact basin before pumping into the reservoir. District staff has identified a need to replace 22,000 pounds of granular activated carbon (GAC) due to the FBR reactor media height drop of 3.5 feet.

DISCUSSION:

The FBR has experienced minor perchlorate breakthroughs due to the reactor media being 3.5 feet lower than the manufacturer's recommendations. Each reactor has GAC media to which the microbes attach themselves; this insufficient media level is causing a lower amount of microbial biomass and poor treatment capability. The treatment plant has been in operation for the past seven years and has experienced a natural drop of GAC media. During this time, we have experienced 3.5 feet of GAC media loss from backwashing and regular media washout during plant operations. The specific GAC needed for the FBR is proprietary in nature and thus will be purchased as a sole source per attached as Exhibit A (Sole Source Justification Form). The vendor's cost proposal is attached as Exhibit B.

Costs are summarized as follows:

Envirogen Technologies	
Description	Cost
22,000 Pounds of Granular Activated Carbon and Labor	129,891.00
Sales Tax 7.75%	10,066.55
Total	139,957.55

FISCAL IMPACT:

This item is included in the Fiscal Year 2021/22 Operating Budget. We have funds in our treatment budget (\$140,000.00) to replenish the reactors carbon level. This item is being sole sourced per Exhibit A. Additionally, per its existing operations contract with the District, Raytheon will reimburse these expenses.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

SM:sg

ATTACHMENT(S):

1. Exhibit A
2. Exhibit B

MEETING HISTORY:

03/09/22 Engineering, Operations and Planning Committee REFERRED TO BOARD

WEST VALLEY WATER DISTRICT SINGLE/SOLE SOURCE JUSTIFICATION

SECTION I- INSTRUCTION FOR COMPLETING THIS FORM

1. Formal justification is required for sole source procurements when competitive bid guidelines require pricing from competing firms.
2. A written justification will be prepared by the department and approved by the department head or designee.
3. Prior to execution of a contract, the District Purchasing Supervisor or designee shall approve ALL sole source requests for commodities that exceed \$500 and services exceeding \$500 or a two (2) year consecutive term, regardless of the contract amount.
4. If vendor is a retired, former District, General Manager shall approve the sole source request, **regardless of the sole source amount.**
5. Board approval is required for all sole source contracts for commodities that exceed \$25,000 and services exceeding \$25,000 or a two (2) year consecutive term, regardless of the contract amount.
6. The Purchasing Supervisor shall retain a copy of the justification as part of the contract file.
7. Valid sole source requests contain strong technological and/or programmatic justifications.
8. Sole source procurements may be approved based upon emergency situations in which there is not adequate time for competitive bidding.
9. Sole source requests for Grant contracts will be guided by the regulations of the funding source.
10. Each question in Section III of this form must be answered in detail and signed by the department head with concurrence of the Purchasing Supervisor.

SECTION II- DEPARTMENT INFORMATION

Department: Treatment	Date: 02-23-2022
Vendor Name: Envirogen Technologies	Bid Number:
Is the above-named vendor a retired employee of the District? No If "Yes", review and Approval is required from GM prior to Contract execution.	

Amount: 139,957.55	Contract Term (Dates): 3-10-2022	Is Agreement Funded?	Propriety? Yes	
Type of Request: CIP				
Board Date:		Resolution Number:	If not scheduled go to the board explain why?	

Does Contract include Non-Standard language? If yes, explain why.
No.

Was Contract Approved by legal counsel? No.	Requisition Number:	Supplier Name and Number: Envirogen Technologies.
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Were any exceptions taken? If yes, explain why in detail. No.

SECTION III-SOLE SOURCE JUSTIFICATION

1. Provide a description of the type of contract to be established. (For example, is the contract a commodity, service, human service, public works, or other -please explain.)

The contract is procuring a specific commodity and service.

2. Provide a detailed description of services/commodities to be provided by the vendor. (This information may be obtained from the scope of work prepared by the District and the vendor's proposal that provides a detailed description of the services/supplies). Attach additional sheet if necessary.

To provide a specific grade of coconut shell-based activated carbon meeting effective size, uniformity coefficient, iodine adsorption number, hardness, wettability, and ash content required for the FBR operation. Installation of 22,000 pounds of carbon into the reactors to raise the bed levels to the manufacturer's recommendation.

3. Please state why the recommended vendor is the only one capable of providing the required supplies and/or commodities. Provide all evidence of research that was completed, identifying other sources that were evaluated. (Including, but not limited to

companies, names, manufacturers, model numbers, internet search results, etc.) Include any back-up information or documentation which supports your recommendation. (Acceptable responses to this question will include strong programmatically/technological information that supports the claim that there is only one vendor that can provide the services and/or commodities). Attach additional sheet if necessary.

Envirogen Technologies carbon specs are stringent due to the fluidization process in the reactor. The carbon specific size is 14x18 mesh with allows the carbon to fluidize and keep the carbon in suspension.

4. Please list any other sources that have been contacted and explain in detail why they cannot fulfill the District's requirements. (Responses to this section should include information pertaining to any research that was conducted to establish that the vendor is a sole source. Responses should include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the District). Answers to this section may be provided by the requestor and the Purchasing Supervisor as appropriate. Attach additional sheet if necessary.

Patricia A. Tinnerino from Evoqua Water Technologies.

Dale Kerr from Carbon Activated.

The carbon required in the FBR reactors is a specific grade of coconut-based activated carbon the mesh size is 14 x 18; we contacted two different suppliers and they don't supply that size of carbon.

5. How do recommended vendor's prices or fees compare to the general market? Attach quotes for comparable services or supplies, if available. Attach additional sheet if necessary.

The activated carbon is proprietary, and we are unavailable to compare it with other products.

6. If recommended vendor could not provide the product or service, how would the District accomplish this particular task?

Without this product, the treatment plant would not be able to operate.

7. If vendor is a retired, former employee, has the vendor previously been rehired as a working retiree or a contractor within the last three years?

If yes, provide the following information: a) If a working retiree, provide time periods worked, hours worked, and hourly amounts paid. b) If a contractor (regardless of scope of work), provide contract dates, scope of work, and total amounts paid under each contract. Attach additional sheets if necessary.

No.

8. If the vendor is a retired, former employee, provide explanation/support for hiring the retired,

former employee as a vendor instead of a working retiree. Attach additional sheet if necessary.

Envirogen is the sole provider of a specific grade of carbon with a mesh size of 14x18.

SECTION IV- AUTHOR/REQUESTOR

My department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the District. I know of no conflict or interest on my part or personal involvement in any way with this request. No gratuities favor or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms have been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist. I hereby certify that the above request and Justification is accurate and complete to the best of my knowledge and belief.

Signature:	Print Name:	Date:
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SECTION V- GENERAL MANAGER APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)

A good faith review of available sources for the request noted on this form has been completed and claim is found to be justified.

Signature	Name:	Date:
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SECTION VI- PURCHAING SUPERVISOR

A good faith review of available sources for the request noted on this form has been completed and claim is found to be justified.

Signature:	Name:	Date:
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SECTION VII- DEPARTMENT HEAD APPROVAL

A good faith review of available sources for the request noted on this form has been completed and claim is found to be justified.

Signature:	Name:	Date:
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February 25, 2022

Ms. Joanne Chan
Director of Operations
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Re: Sole-sourcing of Envirogen Technologies, Inc. for carbon amendment to FBRs

Dear Ms. Chan:

On February 24, 2022, Envirogen Technologies, Inc. (Envirogen) was requested by West Valley Water District (WVWD) to provide an explanation of the requirement for sole-sourcing of Envirogen as it relates to the FBR Carbon Amendment Proposal #24314 for the on-site fluidized bed bioreactors (FBRs). This letter is in response to that request.

Background

In 2010-2013, Envirogen was collaboratively engaged with WVWD in the design, fabrication, construction, and installation of two of Envirogen's FBR systems for the treatment of nitrate and perchlorate. Envirogen's FBR treatment process is a patented technology that has been developed through two decades of research & development. The FBR system offers WVWD a safe and reliable source of nitrate and perchlorate treated water for its ratepayers.

FBR Media

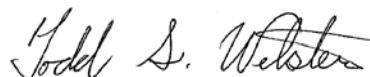
The FBR technology offering and its individual components are a result of significant research & development since mid-1990. In particular, Envirogen has been (and continues to be) engaged in several studies of the media to be utilized in the FBRs, providing maximum treatment kinetics by the attached biomass that performs the degradation of the contaminants. The specific media used in these FBRs is granular activated carbon which has unique properties and characteristics that allow for proper homogenous fluidization along with maximum microbial attachment. These media properties are proprietary knowledge to Envirogen, and include tight specifications for effective size, uniformity coefficient, iodine adsorption number, hardness, wettability, and ash content. These specific properties of the media ensure that the microbial kinetics are optimized in the reactors, while also preventing channeling of water which leads to inadequate treatment. Use of other media in these FBRs would result in poor media distribution, microbial attachment and treatment.

Conclusion

Sole-sourcing of Envirogen to provide such media for the on-site existing FBR equipment is of paramount necessity. This treatment plant has been a critical resource for WVWD for several years in supplying safe potable water to its consumers, and the utilization of this specific media is a direct function of the performance and effectiveness of the technology.

Thank you for this opportunity to explain the uniqueness of the media offering that Envirogen is offering in Proposal #24314. If you require additional information, please contact me directly.

Sincerely,

A handwritten signature in black ink that reads "Todd S. Webster".

Todd S. Webster, Ph.D., P.E.
Vice President
twebster@envirogen.com
(619)887-1385



A Lifecycle Performance Company

FBR CARBON AMENDMENT PROPOSAL

WEST VALLEY WATER DISTRICT (RIALTO, CA)



2/22/2022

Envirogen Proposal #24314

877-312-8950
2627 Chestnut Ridge Rd, Suite 260
Kingwood, TX 77339

www.envirogen.com

1.0 INTRODUCTION

Since the original installation of the fluidized bed bioreactors (FBRs) at West Valley Water District (WVWD, Rialto, CA) in 2012/2013, a percentage of granular activated carbon media has been lost from both of the fluidized bed bioreactors. Hence, WVWD has requested from Envirogen Technologies, Inc. (Envirogen) a proposal to supply an amendment of the specific grade of carbon required for the FBRs and provide the necessary services to add this media to the FBR vessels. This proposal covers these supply and services offerings.

2.0 SCOPE AND SERVICES

Envirogen's proposed scope of supply and services are outlined below.

2.1 MATERIAL SUPPLY

Table 1 below summarizes the major materials included in Envirogen's proposed scope of supply.

Table 1 - Major Equipment List		
Description of Item	Qty	Description (or equal)
FBR Carbon Media <ul style="list-style-type: none"> Specific grade of coconut shell based activated carbon meeting effective size, uniformity coefficient, iodine adsorption number, hardness, wettability, and ash content required for the FBR operation Material provided in twenty (20) standard Supersacks for loading in the field Shipping of media to the headquarters of WVWD (Rialto, CA) as Delivered At Place (DAP, Incoterms, 2021) 	22,0000 lbs	Envirogen
Media hopper/educator system (rental use only) <ul style="list-style-type: none"> Provide one hopper assembly/educator to manage the transfer of the media from the ground into the top of the FBR(s) Delivery of hopper assembly will be provided to site by Envirogen personnel from local source. 	1 unit	Envirogen

2.2 FIELD AND TECHNICAL SERVICES

This proposal includes the following for Technical Support for assistance during media installation.

Envirogen has included time and expenses for One (1) Technician and One (1) Engineer for up to:

- Three (3) days on-site for the Technician (8-hour days)
- Three (3) days on-site for the Engineer (8-hour days)

It is estimated that the day's activities to involve:

- Review existing site conditions, with a focus on safety as it pertains to daily activities
- Inspect delivered media for any damage
- Delivery and fabrication of loading mechanism (hopper/educator assembly)
- Consultation on FBR system shut down requirements
- Execution of loading mechanism operation and transfer of required media to the two FBRs (with WVWD assistance-See Section 2.3)
- Consultation on FBR restart procedures and media bed measurements

Any additional services or time, if requested by the Owner or contractor, shall be invoiced based on Envirogen's published or prevailing rates. Expenses associated with any additional Envirogen labor including travel, will be invoiced at Cost plus 15%.

2.3 CLIENT-FURNISHED ITEMS

- Coordination of information that may impact Envirogen's ability to fulfill its obligations as set forth in this Proposal and attachments hereto.
- All required permits including construction and environmental permits.
- Space for storage and on-site equipment staging.
- Site security fencing, lighting, safety, and fire prevention equipment (eyewash, showers, fire extinguishers, etc.).
- Designated area for media and equipment delivery.
- Off-loading of all media and hopper/educator equipment upon delivery and arrival at the site.
- Supply and hook-up of fire hydrant potable water to the hopper/educator assembly.
- Supply of one-tonne forklift and operator for use to load carbon media to hopper.
- Supply of sufficient 3" hosing to deliver (1) the water to the educator from the hydrant and (2) the media from the educator to approximately 60 feet to inside each FBR vessel.
- While Envirogen staff are on-site, provide two (2) full-time WVWD personnel to (1) shut down the FBRs, (2) coordinate all on-site activities, and (3) provide labor to assist in the conveyance of media to the top of the FBRs.
- Disposal of all refuse materials associated with media conveyance (e.g., supersack materials, pallets, etc.).

3.0 PRICING

3.1 FBR MEDIA SUPPLY AND SERVICES

The pricing for the Scope of Equipment and Work in Section 2 is:

Media, Loading Equipment, Shipping, Services \$129,891.00

3.2 TERMS & CONDITIONS

- Pricing shown is valid for 30 days
- The price stated above does not include any sales, use, excise or similar taxes, fees, permit costs, etc. California Sales tax must be added to any order.
- Envirogen Standard Terms and Conditions (ETIGC #180131) are attached for your reference (See Appendix A).
- Payment Milestones are shown in Table 2.

Table 2 – Payment Milestones		
Milestone #	Event	Percent of Contract Value
1	Upon Execution of Purchase Order or Contract	50%
2	Upon the Notification to Ship Materials This milestone shall be invoiced Upon the earlier of (i) Shipment of the Material or (ii) 30 calendar days following the date WVWD is notified the material is ready to ship.	35%
3	Upon Installation of Media This milestone shall be invoiced upon the earlier of (i) successful installation of media, or (ii) 30 calendar days following the arrival of media at site or (iii) 90 calendar days following the date that Envirogen provides notice that the media was ready to ship.	15%

4.0 ESTIMATED SCHEDULE

Envirogen will provide the material and services based on the estimated schedule:

- Execution of purchase order (After Receipt of Order, ARO-March, 2022)
- Notification of Shipment of Media (8-12 weeks from ARO-June, 2022)
- Receipt of media at WVWD site (16 weeks from ARO-July, 22)
- Installation of media (17 weeks from ARO-July, 22)

Proposal 24314

West Valley Water District

Any request by Client to either accelerate or delay a deliverable date described above for any reason other than an event of force majeure, shall require a mutually acceptable change order pursuant to Section 12.5 of Envirogen's General Conditions attached as Appendix A. Such change order shall include the new schedule of deliverable due date(s) and any price adjustment occasioned by the change in schedule.

February 22, 2022

Page 4

Envirogen Technologies Confidential – Trade Secret and Proprietary Information

APPENDIX A

GENERAL CONDITIONS FOR THE SALE OF PRODUCTS AND SERVICES
BY ENVIROGEN TECHNOLOGIES, INC. (ETIGC #180131)

GENERAL CONDITIONS FOR THE SALE
OF PRODUCTS AND SERVICES BY ENVIROGEN TECHNOLOGIES, INC.

ETIGC #180131

The following General Conditions are and shall be an integral part of any Order to which these terms and conditions are attached and/or referenced. In no event shall any term or condition attached to or made part of any purchase order or other contract document issued by Purchaser, or any shipping document or other document associated with the services or Products described in the Order to which these General Conditions apply have any controlling effect whatsoever unless specifically adopted in writing by an authorized representative of both Envirogen Technologies, Inc. ("Envirogen") and Purchaser.

1. Definitions. Throughout these General Conditions or any Order or other document to which they apply, the following words and phrases, when printed with the initial letter capitalized (unless shown below without capitalization), shall have the meanings ascribed to them below, unless the context requires otherwise:

"Cost" shall mean all expenses incurred by Envirogen for materials, supplies, energy, regulatory permitting, labor, outside contractors and professionals, transportation, supervision, excise, sales and similar taxes. For all purchases of materials, supplies and services, "Costs" shall include an additional ten percent (10%) of the direct expense to reimburse Envirogen for purchasing and accounting activities. Labor charges for Envirogen's personnel will be at rates shown in any Order or attachment, exhibit or schedule incorporated therein. In the absence of any such specification of rate(s), labor charges for Envirogen's personnel will be at the individual's hourly wage rate (or equivalent) plus forty percent (40%) for employee and group benefits and employee taxes.

"Purchaser" shall mean the person or entity purchasing Products or services from Envirogen.

"Day" or "day" shall mean a calendar day unless otherwise indicated.

"Party" or "Parties" shall mean either Envirogen or Purchaser or both.

"Products" shall mean products, equipment, parts, goods, media or materials meeting the description or specifications set forth in the Order.

"Order" shall mean any purchase order, work order, change order, letter agreement or similar contract document issued by Purchaser and accepted in writing by Envirogen or issued by Envirogen and accepted in writing by Purchaser which either references or attaches these General Conditions and/or all attachments, amendments or any ancillary documents to any such contract document.

"Owner" shall mean the ultimate end user of the Product or service where the end user is not the Purchaser. Normally this would occur where the Purchaser is a prime contractor and Envirogen is a subcontractor.

In addition to the definitions set forth above, embedded within these General Conditions or any Order, there may be additional defined terms which are designated as such in a parenthetical and highlighted with quotation marks.

2. Cooperation of Purchaser. To assist Envirogen in providing Products and/or performing services, Purchaser shall (i) provide Envirogen with all relevant material, data, and information in its possession pertaining to the specific project or activity, (ii) consult with Envirogen when requested, (iii) permit Envirogen reasonable access to relevant Purchaser or Owner controlled sites, (iv) ensure reasonable cooperation of Purchaser's employees and the Owner, and (v) unless a longer period is provided for in the Order, return all drawings or other documents submitted by Envirogen to Purchaser for review, comment and/or approval within a commercially reasonable time following submission not to exceed ten (10) business days. Any failure to return documents within the time prescribed shall be considered a waiver by Purchaser of its right to review and approve or comment on the documents.

3. Price, Costs and Payments.

3.1 Unless otherwise stated therein, the price(s) and charges for Products and/or services specified in any Order are exclusive of any sales, use, value added, excise, gross receipts, business and occupation or similar present or future

taxes imposed by any governmental entity on the sale, delivery, use or other handling of the Product or service or in connection with any transactions contemplated by the Order to which these General Conditions apply. If any such taxes are incurred by Envirogen, Purchaser shall reimburse Envirogen the amount of such taxes.

3.2 Whenever rates or prices in any Order include transportation or when transportation is charged separately by Envirogen, such rates, prices or charges shall be exclusive of (i) material increases in the cost of transportation occasioned by significant increases in the costs of fuel or weather, road or access conditions which could not have been reasonably anticipated in advances of pricing the cost of transportation or (ii) any extraordinary or excess demurrage charges incurred by Envirogen from third party carriers which arise from delays or demurrage at the delivery point. Demurrage will be charged to Purchaser except to the extent such demurrage primarily results from the negligence or other fault on the part of Envirogen or its carrier.

3.3 Unless otherwise specifically indicated in the Order, all prices (or other values) in the Order are stated in U.S. dollars and all payments are to be made in U.S. dollars.

3.4 Invoices may be provided to Purchaser, at the option of Envirogen, by mail, delivery service, electronic mail or fax and payments by Purchaser shall, at the election of Envirogen, be made by mail, overnight delivery service or electronic funds transfer. Purchaser shall provide Envirogen with contact information for delivery of invoices. Invoices shall be due and payable within thirty (30) days of receipt by Purchaser of the invoice. TIME IS OF THE ESSENCE for payment of all fees and charges. Interest on delinquent payments shall accrue until paid at the greater rate of (i) twelve percent (12%) per annum or (ii) the prime interest rate as quoted by the Wall Street Journal plus 500 basis points (adjusted on the first day of each calendar quarter.) In the event that the interest rate described above exceeds the maximum interest rate chargeable under law for such transactions, such maximum legal rate shall apply.

3.5 Should any portion of an Envirogen invoice be disputed by Purchaser, Purchaser will pay the undisputed portion and within the payment period prescribed above shall provide Envirogen with written notice of the disputed portion of the invoice and the reasons for the dispute. In no event shall Purchaser withhold payment of any undisputed portion of an Envirogen invoice based on the set-off of a Purchaser claim against Envirogen or as a back-charge for monies claimed to be owed Purchaser by Envirogen. At the request of Purchaser, Envirogen shall provide Purchaser with a written partial release of statutory liens utilizing Envirogen's standard form which shall be conditioned on actual receipt of payment of a particular invoice.

3.6 Envirogen may, from time to time, establish such credit terms as it shall, in the sole judgment of Envirogen, deem reasonably necessary, including, but not limited to, credit limits.

3.7 In the event that Envirogen should incur Costs, including, but not limited to, attorney's fees and collection agency fees, to collect overdue invoices and accounts, Purchaser shall reimburse Envirogen for all such reasonable Costs whether or not litigation has been initiated to collect the overdue account.

3.8 When fees or charges are based in whole or in part on a reimbursement by Purchaser of Envirogen's actual costs, with or without a mark-up, such costs shall be determined at the time of invoicing whether or not the cost has already been paid by Envirogen or has, as of that time, accrued as an expense for purposes of accounting. Any future rebate or credit to Envirogen which may be associated either directly or indirectly with the cost or expense, shall not give rise to a similar rebate or credit from Envirogen to Purchaser.

4. Delivery and Risk of Loss.

4.1 Except as otherwise set forth in the Order, delivery of Product shall be DAP work/installation site (Incoterms 2010).

4.2 Except as otherwise set forth in the Order, Purchaser agrees to take delivery of Product upon notice from Envirogen that the Product is ready for delivery. If for any reason Purchaser is either unable or unwilling to accept delivery, Purchaser shall be responsible to pay or reimburse Envirogen for all additional Costs incurred for storage, insurance and/or transportation.

4.3 Title to and risk of loss with respect to Products shall pass from Envirogen to Purchaser at the time the Product is delivered to Purchaser. Product shall be deemed to be delivered when the Product has been loaded to Purchaser's

carrier or if delivered by Envirogen to Purchaser's or Owner's work site, upon arrival at the work site. (See Section 4.1) Offloading from the Envirogen carrier is the responsibility of Purchaser. Damages to the Product incurred during offloading shall be the responsibility of Purchaser. To qualify for a credit, any shortage or damages (other than those incurred after delivery DAP) to the Product shall be reported in writing to Envirogen by Purchaser within five (5) business days of the date of delivery of the Product.

5. Force Majeure. If Envirogen is rendered unable to perform its obligations under the Order by an event beyond the reasonable control of Envirogen, Envirogen shall not be liable to Purchaser for failure or delay in such performance to the extent that the failure or delay is due to such force majeure event. Force majeure events shall include, but shall not be limited to, war (whether declared or undeclared), fire, flood, lightning, earthquake, hurricane, storm or any other act of God; strikes, lockouts or other labor difficulties; civil disturbances, riots, sabotage, accident not involving fault on the part of Envirogen or explosion; inability to secure necessary fuel, power, equipment, transportation or raw materials and/or any other reason beyond the reasonable control of Envirogen.

6. Warranties. The following warranties are in addition to any other warranties specifically set forth in the Order:

6.1 Products. Envirogen warrants to Purchaser that (i) Envirogen will have title to all Products delivered to Purchaser, free and clear of all liens, encumbrances and security interests, and (ii) that all Product will conform at the time of delivery to the written mechanical product description and/or specifications set forth or otherwise referenced in the Order. In the event of a failure by Envirogen to materially meet the terms of the warranty set forth in this Subsection 6.1, Envirogen, at its own expense, shall remove the defective, non-conforming product and replace it with a like quantity of conforming Product meeting the description or specifications.

6.2 Equipment, Parts and Goods. Except as otherwise provided for in the Order, Envirogen warrants as follows:

A. Equipment and systems which are the subject of the Order shall, when constructed, installed, used, maintained and operated in strict compliance with the plans, specifications and instructions of Envirogen, meet the performance criteria specifically set forth in the Order during the performance testing period described therein.

B. At the time of delivery, equipment and parts will be free from any and all material defects which would reasonably interfere with their use by Purchaser. In the event such defect is reported to Envirogen within twelve (12) months from date of installation of the equipment or part or within fourteen (14) months following delivery by Envirogen, whichever comes first, Envirogen will repair or replace the defective component without charge.

6.3 Services. Envirogen warrants as follows:

A. In providing services under the Order, Envirogen will comply with all federal, state and local laws.

B. The services to be provided by Envirogen shall be performed utilizing the same generally accepted standards of due diligence, skill, reasonable care and safety ordinarily employed by service providers similarly situated in the same geographic region and at the same time.

C. All Envirogen personnel engaged in providing the services pursuant to the Order (i) shall be appropriately supervised by qualified persons in Envirogen's employ, (ii) shall be appropriately skilled to perform the work to which they are assigned, and (iii) shall have met appropriate licensing and certification requirements of the state in which the service are to be provided.

6.4 Media and Resins. Unless otherwise set forth in the Order, Envirogen warrants that media supplied by Envirogen meets or exceeds Envirogen's specifications for the media and manufacturer's specifications for the media at the time of shipment.

6.5 Patents. Envirogen warrants that neither its Products nor its services shall infringe upon any patent(s) or copyright(s), or misappropriate or misuse trade secret(s) or other confidential information unless such Product or service is provided in compliance with Purchaser provided specifications. In the event of a default under this patent and intellectual property warranty, upon notice of the default by Purchaser, Envirogen shall obtain on behalf of Purchaser such releases, licenses or other appropriate authorizations as shall be necessary to prevent the infringement.

6.6 ENVIROGEN MAKES NO WARRANTY, EXPRESSED OR IMPLIED, PURSUANT TO THESE GENERAL CONDITIONS, THE ORDER OR OTHERWISE OTHER THAN AS IS SPECIFICALLY SET FORTH IN THIS WARRANTIES PARAGRAPH AND THE ORDER AND NONE SHALL BE IMPLIED. THE WARRANTIES AND ANY REMEDIES SET FORTH IN THIS WARRANTIES PARAGRAPH AND/OR THE ORDER ARE EXCLUSIVE. THE WARRANTIES ARE GIVEN AND ACCEPTED BY PURCHASER IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH WARRANTIES BEING HEREBY EXPRESSLY DISCLAIMED BY ENVIROGEN AND WAIVED BY PURCHASER. ANY REMEDIES PROVIDED FOR IN THIS WARRANTIES PARAGRAPH AND OR THE ORDER ARE IN LIEU OF ALL OTHER REMEDIES AT LAW OR IN EQUITY FOR BREACH OF A WARRANTY.

6.7 Purchaser may assign Envirogen's warranty obligations to the Owner without the consent of Envirogen and shall provide Envirogen with written notice of such an assignment.

7. Indemnification.

7.1 Each Party hereby agrees to defend, indemnify and hold the other Party and their respective partners, affiliates and subsidiaries, and their respective directors, officers, partners, members, employees and agents (collectively "Indemnified Parties"), harmless from and against any and all claims, liabilities, suits, proceedings, judgments, orders, fines, penalties, damages, losses, Costs and expenses (including, without limitation, costs of defense, settlement and reasonable attorneys' fees and expenses) (all of the foregoing herein collectively called "Liabilities"), arising out of (i) the indemnifying Party's negligence or willful misconduct; and, (ii) failure of the indemnifying Party or any of its employees or agents to observe or comply with any of the indemnifying Party's duties or obligations under these General Conditions or the Order, including, without limiting the generality of the foregoing, any failure to observe or comply with any applicable laws, ordinances, codes, orders, rules or regulations; violation or breach of any provision in these General Conditions or the Order including, but not limited to, any warranty for which a remedy is not specified. The foregoing obligations of indemnity will include, but not be limited to, any and all Liabilities for or relating to (i) injury to or death of any person (including, without limitation, employees or agents of the Parties), (ii) damage to or loss or destruction of any property (including, without limitation, property of the Parties, or their respective employees or agents), and (iii) any spill, release or leak of any hazardous substance or waste or any contamination of, injury or damage to or adverse effect on the environment. The indemnifying Party shall be liable, however, only for that percentage of total Liabilities that corresponds to the indemnifying Party's percentage of total negligence or fault as compared to that of the indemnified Party.

7.2 Neither Party shall have any liability to the other Party for any indirect, incidental, aggravated, exemplary, punitive, or consequential damages incurred by the other Party, whether brought on an action for breach of contract, breach of warranty, tort, strict liability, or otherwise and irrespective of whether caused or allegedly caused by either Party's negligence or willful misconduct and none shall be awarded by any tribunal against a Party hereto in favor of a Party hereto; provided, however, that the limitations on liability contained in this Section 7.2 shall not apply to damages which are part of a third party claim for which a Party is claiming an indemnity obligation under this agreement from the other Party and the Party entitled to indemnity protection under this agreement is seeking an indemnity or other relief against the payment of such damages from the Party required to provide such indemnity or other relief. Anything in the Order or these General Conditions notwithstanding, any liability of Envirogen under the Order shall not exceed in the cumulative aggregate, the lesser of the total fee or charges invoiced under the Order or \$1,000,000.

8. Confidential Information.

8.1 Purchaser agrees that all information related to Envirogen's systems, services, Products, methods, procedures, techniques, and equipment ("Confidential Information") is and shall remain Envirogen's exclusive proprietary and confidential information, know-how and property. Purchaser agrees to use Confidential Information solely for the purposes set forth in the Order. Purchaser agrees to keep Confidential Information confidential in accordance with the provisions of Section 8.2, and Purchaser shall not disclose, use or exploit for its benefit or the benefit of any third party Confidential Information other than in furtherance of the purpose of the Order. Purchaser shall not reverse engineer, disassemble, chemically or biologically analyze or decompile any Product or other tangible objects which

embody Envirogen's Confidential Information.

8.2 Disclosure of Confidential Information may be in tangible form, by electronic media, by visual display or inspection or it may be provided orally. Confidential Information need not be marked "confidential", "secret" or the like. Purchaser shall not use or disclose Confidential Information for any purpose other than as specified in the Order. Purchaser will use at least the same degree of care to avoid disclosure or unauthorized use of Confidential Information as Purchaser uses with respect to its own confidential information, but in no event less than a reasonable standard of care. Purchaser shall require in writing that the Owner agree to be contractually bound to Envirogen by the provisions of this Section 7.2. Envirogen may seek injunctive relief to enforce its rights under this Section without any requirement of proving irreparable injury. Confidential Information does not include the following: (a) information which prior to receipt by Purchaser was either generally available to the public or in Purchaser's possession free of any restrictions on its use or disclosure from a source other than Envirogen; or (b) information which after the receipt thereof by the Purchaser either becomes available to the public through no fault of Purchaser or is acquired by Purchaser from a third party who has the legal right to transfer the information to Purchaser; or (c) information required to be disclosed by Purchaser pursuant to law but only after reasonable notice of the requirement of disclosure is provided to Envirogen.

9. Termination for Convenience. If the Order provides that the Purchaser may terminate the Order for its convenience and without cause, such termination shall be accomplished by written notice from the Purchaser to Envirogen. Upon such a termination for convenience, Purchaser shall pay Envirogen (i) for all Products and services delivered prior to the date of termination, and (ii) any and all Costs incurred by Envirogen prior the date of Termination incurred by Envirogen in the engineering, design, production, acquisition, transportation or otherwise for any Product or service as yet undelivered plus a mark-up of 25% and (iii) all reasonable Costs associated with the demobilization of Envirogen following the termination.

10. Insurance. If the services and/or the delivery of the Products require Envirogen or its contractors or carriers to enter on to any property owned or occupied by Purchaser, then Envirogen shall procure and maintain the following insurance coverages:

<u>Coverage</u>	<u>Policy Limits</u>
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per accident or disease
Commercial General Liability	\$1,000,000 per occurrence and including contractual liability; and \$1,000,000 in the aggregate
Automobile Liability Policy	\$1,000,000 per occurrence (including owned, non-owned, and hired vehicles) non-owned, and hired vehicles)

All such policies shall name Purchaser and Owner as an additional insured as respects liability arising from work or operations performed by or on behalf of Envirogen (excluding the workers' compensation policy). Envirogen shall promptly furnish Purchaser with certificates of insurance evidencing the required insurance coverage.

11. Miscellaneous Provisions.

11.1 For all purposes of the Order, Envirogen is and shall remain an independent contractor. There are no intended third party beneficiaries to these General Conditions or the Order and nothing in this Contract will entitle any person other than Envirogen or Purchaser to any claim, cause of action, remedy or right of any kind under the Order.

11.2 Purchaser agrees that during the term of the Order and for a period of twelve (12) months thereafter, Purchaser will not, directly or indirectly, solicit, request or otherwise induce any Envirogen employee or personnel to terminate his or her employment with Envirogen if such employee has been materially engaged in providing Product or services to Purchaser under the Order. Nothing herein shall be construed to prohibit the hiring of Envirogen employees who have responded without any direct inducement by Purchaser to publically available employment advertisements by Purchaser.

11.3 Those provisions of these General Conditions or the Order which by their nature are intended to survive the termination, cancellation, completion or expiration of these general conditions or the Order to which they apply shall continue as valid and enforceable obligations of the Parties, notwithstanding any such termination, cancellation, completion or expiration. Such provisions include, but are not limited to, provisions concerning warranties, indemnifications and confidentiality.

11.4 The validity, interpretation and performance of these General Conditions shall be governed exclusively in accordance with and by the laws of the State of Texas, save and except those Texas laws governing choice of laws which would result in the choice of a law or laws of another jurisdiction.

11.5 In the event of any dispute between the parties arising under these General Conditions or the Order, the parties agree that (i) the civil courts in and for the County of Montgomery, State of Texas, shall have exclusive jurisdiction and venue to determine such dispute(s) and each party hereby waives any objection to such jurisdiction and venue in any such court and any claim that such forum is an inconvenient forum and (ii) the prevailing Party shall be awarded its costs of suit, including reasonable attorney's fees.

11.6 The Order and these General Conditions set forth the entire agreement of the Parties regarding the services and Products described in the Order and supersede all prior discussions and agreements of the Parties, whether written or verbal other than prior confidentiality or non-disclosure agreements between Purchaser and Envirogen. The Order and these General Conditions may not be modified, amended, rescinded, canceled or waived in whole or in part by amendment or change order, except by written instrument, signed by both Parties, which makes specific reference to the Order and which specifies that the Order or these General Conditions are being amended, modified or otherwise altered. All change orders shall make specific reference to the Order and shall be signed by both Parties. All change orders shall indicate any modifications or amendment to the pricing or delivery schedule resulting from the change in scope. Any request by Purchaser to either accelerate or delay a deliverable date described in the Order for any reason shall require a mutually acceptable change order pursuant to this Section. Such change order shall include the new schedule of deliverable due date(s) and any price adjustment occasioned by the change in schedule.

11.7 Any waiver by either Party of any provision or condition of the Order or these General Conditions shall not be construed or deemed to be a waiver of any other provision or condition of the Order or these General Conditions, nor a waiver of any subsequent breach of the same provision or condition.

11.8 If any section, subsection, paragraph, clause or sentence of the Order or these General Conditions shall be adjudged illegal, invalid or unenforceable, such event shall not affect the legality, validity or enforceability of the remaining portions of the Order and these General Conditions as a whole or any portion thereof.

11.9 The covenants and agreements contained herein shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

11.10 The Order (or any amendment) may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the Order when a duly authorized representative of each Party has signed a counterpart. Photographic, facsimiled and scanned copies of such executed counterparts may be used in lieu of the originals for any purpose.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: March 17, 2022
TO: Board of Directors
FROM: Shamindra Manbahal, General Manager
SUBJECT: COMPLIANCE SOIL SAMPLING AT THE ROEMER WFF AND LORD RANCH

BACKGROUND:

The West Valley Water District (District) has operated the Oliver P. Roemer Water Treatment Facility (ORWTF) since 1995. The ORWTF generates semi-solid and liquid waste, including sludge, which was being disposed at District's facilities (Roemer Vacant Lot and Lord Ranch sites) since 1995.

DISCUSSION:

Related to the District's past sludge disposal practices, the Regional Water Quality Control Board (RWQCB) ordered the District, on June 21, 2021, to:

1. Effectively immediately, cease discharging and disposing of water treatment sludge at the ORWTF.
2. Dispose of the water treatment sludge at a permitted, composite-lined nonhazardous class III landfill equipped with a leachate collection and removal system.
3. Perform and submit a report of reconnaissance surveys of the current and all previous sludge disposal areas to assess the lateral and vertical extents of the sludge disposal limits and the estimated quantity of sludge disposed at each location.
4. Submit a waste sampling and analysis plan to collect sludge samples at the ORWTF and all previous sludge disposal areas for characterization, and for assessment of sludge disposal options. Sludge samples must be analyzed to determine the soluble concentrations of constituents of concern and evaluation of their impacts on water quality.

The District has been in full compliance with the RWQCB order, which also included RWQCB's approval of the District's "Proposal for Environmental Sludge Cleanup and Sampling - Lord Ranch Pit & The Roemer Plant." To implement this proposal and as part of on-going compliance with the order, the District has already completed Phase I soil sampling (near surface sampling) at both the Roemer vacant lot and the Lord Ranch site and now will need to proceed to Phase II soil sampling. The Phase II sampling will be a deeper sampling

of up to 20-feet to test and ensure previous sludge disposals are no longer on site.

Two proposals were received for Phases I and II soil sampling as follows:

Firm	Phase I Proposed Price	Phase II Proposed Price (if needed)	Total*
Hilltop Geotechnical	\$41,728.00	\$47,728.00	\$89,456.00
Stantec Consulting Services	\$72,842.20	\$78,015.60	\$150,857.80

*- Note: When this item was presented to the Engineering, Operations, and Planning Committee on March 9, 2022, staff inadvertently presented only on the need to do Phase II, thinking that Phase 1 was already completed. In fact, Phase 1 has not begun and not been approved. Given that compliance for this remediation must be achieved by June 17, 2022, staff is presenting this item before the full board though the staff's recommendation as currently constituted, was not presented to the Committee. Given that time is of the essence, staff recommends that the work be awarded to Hilltop Geotechnical per their March 14, 2022 proposal. Hilltop's proposal was updated to include sampling for pH, sulfate, and chloride as now required by the State of California. To responsive to the requirements by State, Hilltop resubmitted their proposal (attached **Exhibit A**). Their original proposal is also attached as **Exhibit B**.

FISCAL IMPACT:

This item is included in the Fiscal Year 2021/22 Operating Budget and will be funded from Account Number 100-5390-525-5317 titled "Professional Services/Sludge Disposal".

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

JH:ls

ATTACHMENT(S):

1. Exhibit A

2. Exhibit B

MEETING HISTORY:

03/09/22 Engineering, Operations and Planning Committee REFERRED TO BOARD



786 S. GIFFORD AVENUE • SAN BERNARDINO • CA 92408
Phone • 909-890-9079 • FAX 909-890-9055
hilltopg@hgeotech.com

March 14, 2022

West Valley Water District
855 W. Baseline Avenue
P.O. Box 920
Rialto, CA 92377

Proposal P21232R6

Attention: Ms. Janet Williams-Harmon – Water Quality Supervisor

Subject: **Proposal for Environmental Sludge Cleanup and Sampling, Two Proposed Locations, Lord Ranch Pit & The Roemer Plant, Rialto, San Bernardino County, California.**

Ms. Janet Williams-Harmon:

In accordance with your request, we are providing a cost estimate to perform sampling, laboratory testing, and environmental assessment services for two proposed locations where sludge has been known to be deposited, 3010 N. Cedar Avenue and 1633 N. Pepper Avenue, Rialto, San Bernardino County California. Based upon our discussions and field visit, we understand the Roemer sludge was placed in a triangular section approximately 400 feet by 217 feet by 458 feet has been approved for removal. The Lord Ranch Pit is shaped in a basin approximately 500 feet by 350 feet in area and has also been approved for removal. In addition, sludge has also been known to be historically placed along the southern fence boundary of the Lord Ranch bound in area.

Per our conversations, we are anticipating the potential for a two-phase clean up process. Below describes what each phase would consist of.

SCOPE OF WORK

PHASE I

Roemer Plant

Since the Roemer plant sludge has been removed, it would be in our scope to environmentally sample at the bottom of the excavations in random locations to verify the area has been removed of contaminants above the regulatory thresholds. We anticipate sampling, approximately (6") six inches below the removed soils elevation and testing ten (10) locations in the areas of known contaminant removals, in addition to one (1) location on the southwestern portion of the site outside of the known contaminants to determine background levels of the natural soils within the area. In addition, one (1) duplicate sample of a random sample collected would be ran to verify

the results of the lab. The locations of the samples can be found on Plate No. 1 at the rear of this proposal. We will also collect, via hand auger, and hold ten (10) samples approximately 2 feet below the bottom of the excavations. If results of the testing and analysis are determined to have results above threshold limits, we would have discussions with you to determine if the two feet below the excavation samples shall be tested.

Lord Ranch Pit

Soil samples would be collected approximately (6") six inches below the bottom of the removal excavations at the approximate location shown on Plate No. 2. We anticipate sampling nine (9) locations within the pit and side flanks, and three (3) locations within the southern spread along the southern property line and one (1) sample west of the pit to determine background levels of the natural materials. In addition, one (1) duplicate sample of a random sample collected would be ran to verify the results of the lab. Twelve (12) additional samples would be collected approximately 2 feet below the original sample locations and held for further testing. If results of the original testing and analysis are determined to have results above regulatory threshold limits, we would have discussions with you to determine if the two feet below the excavation samples shall be tested.

Phase II would only be determined necessary by you and the results and analysis gathered from Phase I.

PHASE II

Roemer Plant

Since the Roemer plant sludge has been removed and contaminants are present in the upper 2 feet, it would be in our scope to environmentally sample the soil via a drill rig at depths of approximately 5, 10, 15 and 20 feet below the bottom of the removal excavations. Samples would be collected at those depths to verify the contaminants above regulatory threshold limits have been removed. We anticipate sampling and testing ten (10) locations, similar to those locations in Phase I, in the areas of known contaminant removals. In addition, one (1) duplicate sample of a random sample collected would be ran to verify the results of the laboratory. The samples collected at a depth of 5 feet would tested first. The remaining samples collected would be held for future analysis. Should the shallow samples contain contaminants that exceed threshold limits the next sample depth would be tested i.e 10-foot sample after discussion and approval from **West Valley Water District**. All samples would be collected and submitted to the laboratory within the same day.

Lord Ranch Pit

Soil samples would be collected via drill rig at depths of approximately 5, 10, 15 and 20 feet below the bottom of the removal excavations or the existing ground surface. Six (9) locations within the basin area and its flanks, three (3) locations within the sludge area historically spread along the southern property line. In addition, one (1)

duplicate sample of a random sample collected would be ran to verify the results of the lab. The samples collected at a depth of 5 feet would tested first. The remaining samples collected would be held for future analysis. Should the shallow samples contain contaminants that exceed threshold limits the next sample depth would be tested i.e 10-foot sample after discussion and approval from **West Valley Water District**. All samples would be collected and submitted to the laboratory within the same day. The approximate sample locations for the Lord Ranch Pit would be similar as proposed in Phase I.

SAMPLING STRATEGY

We anticipate two days of sample collection and drilling, one day per site. If drill rig refusal is encountered, we will attempt a second boring for material collection. We anticipate materials at depth to be gravelly. We propose to collect samples of the materials for qualification. We propose a sampling strategy that will allow us to verify the depths of potential contaminants and verify the remaining materials are environmentally acceptable to utilized for your proposed purposes. You have provided a few chains of custodies with a sampling regime and have asked us to run the same suite of tests for the two locations. We propose to analyze all soil samples for moisture, CAM 17 metals (including Al, Mn, Fe), mercury, specific conductance, nitrogen, ammonia, nitrate, STLC, TCLP, Nitrogen, total dissolved solids, pH, sulfate, and chloride, perchlorate, and full suite of VOCs in accordance with the work plan approved by the Santa Ana Regional Water Quality Control Board via e-mail dated February 17, 2022.

SITE EVALATION

Following our analysis, we will evaluate concentrations for detected analytes. We will analyze the soils to determine if concentrations are detected within regulatory thresholds, including hazardous concentrations. This proposal includes a site assessment and work plan if needed in the specific areas of known contaminants as delineated by you.

FINAL REPORT

A final report will be prepared, summarizing our findings, soils boring logs, conclusions and results of the laboratory testing.

ESTIMATE OF CHARGES

The following presents the level-of-effort and associated costs anticipated for the completion of the site sampling and laboratory analysis to perform our subsurface investigation and assessment of shallow subsurface potential residual contaminants.

PHASE 1**ROEMER PLANT**

	<u>Cost</u>
Geologist Environmental Sampling	\$2,000.00
12 samples @ \$1,278/sample	\$15,336.00
Project Management, analysis of data, report preparation	\$2,250.00
Total Cost Estimate	\$19,586.00

**Note 10 additional samples will be held (if required to test) add \$12,780.00*

LORD RANCH PIT

	<u>Cost</u>
Geologist Environmental Sampling	\$2,000.00
14 samples @ \$1,278/sample	\$17,892
Project Management, analysis of data, report preparation	\$2,250.00
Total Cost Estimate	\$22,142.00

**Note 12 additional samples will be held (if required to test) add \$15,336.00*

GRAND TOTAL PHASE 1: \$41,728

(Less Additional Lab Samples)

PHASE II**ROEMER PLANT**

	<u>Cost</u>
Drill Cost	\$2,500.00
Geologist Environmental Sampling	\$2,000.00
12 samples @ \$1,278/sample	\$15,336.00
Project Management, analysis of data, report preparation	\$2,750.00
Total Cost Estimate	\$22,586.00

**Note each additional sample for laboratory testing add \$1,278*

LORD RANCH PIT

	<u>Cost</u>
Drill Cost	\$2,500.00
Geologist Environmental Sampling	\$2,000.00
14 samples @ \$1,278/sample	\$17,892.00
Project Management, analysis of data, report preparation	\$2,750.00
Total Cost Estimate	\$25,142.00

**Note each additional sample for laboratory testing add \$1,278*

GRAND TOTAL PHASE II: \$47,728


(Less Additional Lab Samples)

Authorization

If this Proposal meets with your approval, please authorize our service by signing the attached Engineering Service Agreement and return one copy of the proposal and agreement to this office, in addition to half (50%) of the Phase I total (\$20,864.00).

If there are any questions after reviewing this information, please do not hesitate to call our office. The opportunity to be of professional service to you is sincerely appreciated.

Respectfully submitted,
HILLTOP GEOTECHNICAL, INC.


A handwritten signature in blue ink, appearing to read "Chen", with a long horizontal stroke extending to the right.

Shaofu Chen
Principal Geologist

Distribution - (1) Via Email (Janet Harmon jharmon@wvwd.org)

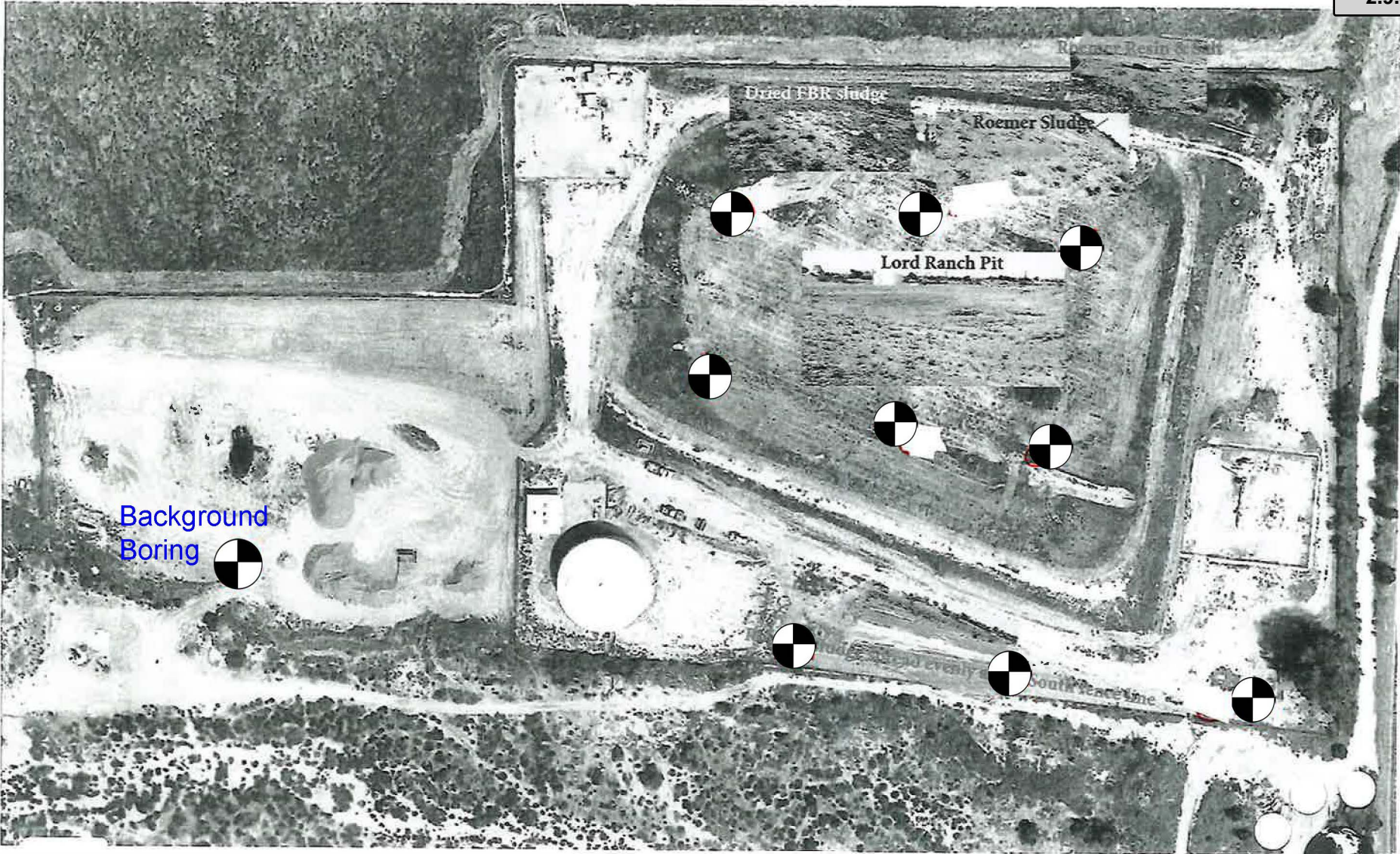


*Note: Borings not to scale
Approximate Locaitons


 <p>HILLTOP GEOTECHNICAL INCORPORATED</p>	Roemer Plant	
	By: AH	Date: 09/2021
	Project No.: P21232R3	Plate No.: 1

Legend


 Approximate Boring/Sludge Location



*Note: Borings not to scale. Approximate Locations

 HILLTOP GEOTECHNICAL INCORPORATED	<u>Lord Ranch Pit</u>	
	By: AH	Date: 09/2021
	Project No.: P21232R3	Plate No.: 2

Legend

 40 m Camera: 747 m 34°07'43"N 117°20'54"W 382 m
Approximate Boring/Sample Location



786 S. GIFFORD AVENUE • SAN BERNARDINO • CA 92408
Phone • 909-890-9079 • FAX 909-890-9055
hilltopg@hgeotech.com

September 28, 2021

West Valley Water District
855 W. Baseline Avenue
P.O. Box 920
Rialto, CA 92377

Proposal P21232R5

Attention: Ms. Janet Williams-Harmon – Water Quality Supervisor

Subject: **Proposal for Environmental Sludge Cleanup and Sampling, Two Proposed Locations, Lord Ranch Pit & The Roemer Plant, Rialto, San Bernardino County, California.**

Ms. Janet Williams-Harmon:

In accordance with your request, we are providing a cost estimate to perform sampling, laboratory testing, and environmental assessment services for two proposed locations where sludge has been known to be deposited, 3010 N. Cedar Avenue and 1633 N. Pepper Avenue, Rialto, San Bernardino County California. Based upon our discussions and field visit, we understand the Roemer sludge was placed in a triangular section approximately 400 feet by 217 feet by 458 feet has been approved for removal. The Lord Ranch Pit is shaped in a basin approximately 500 feet by 350 feet in area and has also been approved for removal. In addition, sludge has also been known to be historically placed along the southern fence boundary of the Lord Ranch bound in area.

Per our recent conversations, we are anticipating the potential for a two-phase clean up process. Below describes what each phase would consist of.

SCOPE OF WORK

PHASE I

Roemer Plant

Since the Roemer plant sludge has been removed, it would be in our scope to environmentally sample at the bottom of the excavations in random locations to verify the area has been removed of contaminants above the regulatory thresholds. We anticipate sampling, approximately (6") six inches below the removed soils elevation and testing ten (10) locations in the areas of known contaminant removals, in addition to one (1) location on the southwestern portion of the site outside of the known contaminants to determine background levels of the natural soils within the area. In addition, one (1) duplicate sample of a random sample collected would be ran to verify

the results of the lab. The locations of the samples can be found on Plate No. 1 at the rear of this proposal. We will also collect, via hand auger, and hold ten (10) samples approximately 2 feet below the bottom of the excavations. If results of the testing and analysis are determined to have results above threshold limits, we would have discussions with you to determine if the two feet below the excavation samples shall be tested.

Lord Ranch Pit

Soil samples would be collected approximately (6") six inches below the bottom of the removal excavations at the approximate location shown on Plate No. 2. We anticipate sampling nine (9) locations within the pit and side flanks, and three (3) locations within the southern spread along the southern property line and one (1) sample west of the pit to determine background levels of the natural materials. In addition, one (1) duplicate sample of a random sample collected would be ran to verify the results of the lab. Twelve (12) additional samples would be collected approximately 2 feet below the original sample locations and held for further testing. If results of the original testing and analysis are determined to have results above regulatory threshold limits, we would have discussions with you to determine if the two feet below the excavation samples shall be tested.

Phase II would only be determined necessary by you and the results and analysis gathered from Phase I.

PHASE II

Roemer Plant

Since the Roemer plant sludge has been removed and contaminants are present in the upper 2 feet, it would be in our scope to environmentally sample the soil via a drill rig at depths of approximately 5, 10, 15 and 20 feet below the bottom of the removal excavations. Samples would be collected at those depths to verify the contaminants above regulatory threshold limits have been removed. We anticipate sampling and testing ten (10) locations, similar to those locations in Phase I, in the areas of known contaminant removals. In addition, one (1) duplicate sample of a random sample collected would be ran to verify the results of the laboratory. The samples collected at a depth of 5 feet would tested first. The remaining samples collected would be held for future analysis. Should the shallow samples contain contaminants that exceed threshold limits the next sample depth would be tested i.e 10-foot sample after discussion and approval from **West Valley Water District**. All samples would be collected and submitted to the laboratory within the same day.

Lord Ranch Pit

Soil samples would be collected via drill rig at depths of approximately 5, 10, 15 and 20 feet below the bottom of the removal excavations or the existing ground surface. Six (9) locations within the basin area and its flanks, three (3) locations within the sludge area historically spread along the southern property line. In addition, one (1)

duplicate sample of a random sample collected would be ran to verify the results of the lab. The samples collected at a depth of 5 feet would tested first. The remaining samples collected would be held for future analysis. Should the shallow samples contain contaminants that exceed threshold limits the next sample depth would be tested i.e 10-foot sample after discussion and approval from **West Valley Water District**. All samples would be collected and submitted to the laboratory within the same day. The approximate sample locations for the Lord Ranch Pit would be similar as proposed in Phase I.

SAMPLING STRATEGY

We anticipate two days of sample collection and drilling, one day per site. If drill rig refusal is encountered, we will attempt a second boring for material collection. We anticipate materials at depth to be gravelly. We propose to collect samples of the materials for qualification. We propose a sampling strategy that will allow us to verify the depths of potential contaminants and verify the remaining materials are environmentally acceptable to utilized for your proposed purposes. You have provided a few chain of custodies with a sampling regime and have asked us to run the same suite of tests for the two locations. We propose to analyze all soil samples for moisture, CAM 17 metals (including Al, Mn, Fe), mercury, specific conductance, nitrogen, ammonia, nitrate, STLC, TCLP, Nitrogen, and total dissolved solids. The soil samples collected from Lord Ranch pit will also be analyzed for Perchlorate using EPA 314.0 and Trichloroethylene (TCE) using EPA 8260B.

SITE EVALATION

Following our analysis, we will evaluate concentrations for detected analytes. We will analyze the soils to determine if concentrations are detected within regulatory thresholds, including hazardous concentrations. This proposal includes a site assessment and work plan if needed in the specific areas of known contaminants as delineated by you.

FINAL REPORT

A final report will be prepared, summarizing our findings, soils boring logs, conclusions and results of the laboratory testing.

ESTIMATE OF CHARGES

The following presents the level-of-effort and associated costs anticipated for the completion of the site sampling and laboratory analysis to perform our subsurface investigation and assessment of shallow subsurface potential residual contaminants.

PHASE 1**ROEMER PLANT**

	<u>Cost</u>
Geologist Environmental Sampling	\$2,000.00
12 samples @ \$962.50/sample	\$11,550.00
Project Management, analysis of data, report preparation	<u>\$2,250.00</u>
Total Cost Estimate	\$15,800.00

**Note 10 additional samples will be held (if required to test) add \$9,625.00*

LORD RANCH PIT

	<u>Cost</u>
Geologist Environmental Sampling	\$2,000.00
14 samples @ \$1,181.25/sample	\$16,537.50
Project Management, analysis of data, report preparation	<u>\$2,250.00</u>
Total Cost Estimate	\$20,787.50

**Note 12 additional samples will be held (if required to test) add \$14,175.00*

GRAND TOTAL PHASE 1: \$36,587.50

(Less Additional Lab Samples)

PHASE II**ROEMER PLANT**

	<u>Cost</u>
Drill Cost	\$2,500.00
Geologist Environmental Sampling	\$2,000.00
12 samples @ \$962.5/sample	\$11,550.00
Project Management, analysis of data, report preparation	<u>\$2,750.00</u>
Total Cost Estimate	\$18,800.00

**Note each additional sample for laboratory testing add \$962.50*

LORD RANCH PIT

	<u>Cost</u>
Drill Cost	\$2,500.00
Geologist Environmental Sampling	\$2,000.00
14 samples @ \$1,181.25/sample	\$16,537.50
Project Management, analysis of data, report preparation	<u>\$2,750.00</u>
Total Cost Estimate	\$23,787.50

**Note each additional sample for laboratory testing add \$1,181.25*

GRAND TOTAL PHASE II: \$42,587.50

(Less Additional Lab Samples)

Authorization

If this Proposal meets with your approval, please authorize our service by signing the attached Engineering Service Agreement and return one copy of the proposal and agreement to this office, in addition to half (50%) of the Phase I total (\$18,293.75).

If there are any questions after reviewing this information, please do not hesitate to call our office. The opportunity to be of professional service to you is sincerely appreciated.

Respectfully submitted,
HILLTOP GEOTECHNICAL, INC.



Ashley Hulett
Professional Geologist

Distribution - (1) Via Email (Janet Harmon jharmon@wvwd.org)

PROFESSIONAL SERVICE AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made and entered into in Rialto, California, by and between Hilltop Geotechnical, Inc. hereinafter referred to as "Consultant", and West Valley Water District hereinafter referred to as "Client."

Now, therefore, in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1) **Cooperation and Project Understanding**

- (a) Consultant will render professional services, as set out herein, and Client will compensate Consultant in accordance with a Letter of Proposal-P21232R5, dated September 28, 2021, hereto and incorporated into this Agreement.
- (b) Consultant shall serve Client by providing professional technical advice regarding the geotechnical conditions of the Project site. All such advice will be based on information furnished by Client and on data collected by Consultant.
- (c) Client will make available to Consultant all relevant information in its possession regarding existing and proposed conditions of the Project site. This information shall include if applicable, but not be limited to, plot plans, topographic surveys, and previous soil data including borings, field and laboratory tests, and written reports. Client will immediately transmit to Consultant any new and relevant information which becomes available and any relevant change in plans.
- (d) Consultant shall not be responsible for any incorrect advice, judgment, or decision based on any inaccurate information furnished by Client, and Client will indemnify Consultant against all claims, demands, or liability arising out of or contributed to by such information.
- (e) No warranty of any kind whatsoever, expressed, or implied, is made or intended in connection with the Scope of Services to be performed by Consultant or by the proposal for consulting or other services or by the furnishing of oral or written reports or findings made by Consultant, other than as provided in Section 2, herein.

2) **Professional Standard**

Client recognizes the inherent risks associated with the construction of improvements to real property. Client further recognizes that subsurface conditions may vary from those encountered at the locations where Consultant's borings, surveys and explorations are made, and that Consultant's data, interpretations, and recommendations are based solely on the information obtained by Consultant.

Consultant's services consist of professional and technical advice and observation only. Consultant will be responsible only for its own data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed. In the performance of its professional services, Consultant will proceed with work diligently with competent personnel and will comply with that level of care and skill ordinarily exercised by reputable geotechnical engineers and/or engineering geologists and soils engineers currently practicing under similar conditions in the same or similar localities. No warranty of any kind whatsoever, expressed, or implied, is made or intended by Consultant, its employees or agents, in connection with the services provided under this Agreement.

3) **Definition of Responsibility**

The presence of Consultant's field personnel at the Project site will be for the sole purpose of obtaining data and providing observation and field testing. Consultant's work specifically does not include supervision or direction of the work of any contractor or its employees or agents, and Client shall so advise all Project contractors, the work of which may in any way relate to or be affected by Consultant's findings or observations. Client shall also inform all such contractors that neither the presence of nor the observation and testing by Consultant's field personnel shall in any way or to any degree excuse them or their employees or agents for defects discovered in their work, either during or after completion of construction. It is further understood that Consultant will not in any way or to any degree be responsible for general safety on the job or for the safety of any equipment or individuals on the Project site.

4) **Ownership of Documents**

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimated, and other documents prepared by Consultant, as instruments of service, shall remain the property of Consultant. Client agrees that all reports and other work furnished to Client or his agents, which is not paid for, will be returned upon demand, and will not be used by Client for any purpose whatsoever. Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

5) **Safety**

Consultant will not be responsible for the general safety on the job or the safety of any equipment or individuals on the Project site other than its own personnel and the equipment under its direction.

6) **Unanticipated Hazardous Materials**

a) **Notification of Hazardous Materials** When hazardous materials are known, assumed, or suspected to exist at a site, Consultant is required to take appropriate precautions to protect the health and safety of his personnel, to comply with applicable laws and regulations, and to follow procedures that Consultant deems prudent to minimize physical risks to employees and the public. Client warrants that he has done his best to inform Consultant of such known or suspected hazardous material's type, quantity, and location.

b) **Discovery of Hazardous Materials** If during the performance of services, Consultant discovers the existence of unanticipated hazardous materials or should any other condition exist which is unsafe in Consultant's sole opinion, Consultant may at its option, and without liability therefor terminate further work on the project and shall notify Client of Consultant's decision and the reason for termination of work.

7) **Delay**

Consultant will be excused for any delay in completion of this Agreement caused by acts of God, acts of Client or Client's employees or agents, inclement weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of Client to make payments promptly, or other contingencies unforeseen by Consultant and beyond the reasonable control of Consultant.

8) **Termination of Agreement**

In the event either party desires to terminate this Contract prior to completion of the Project, written notification of such intention to terminate must be tendered to the other party. In the event that Client notifies Consultant of such intention to terminate Consultant's services prior to completion, Consultant reserves the right to restore to its original state any dangerous condition created by it and to complete such analysis and records as are necessary to place files in order, to dispose of samples, put equipment in order, and where considered necessary to protect its professional reputation, to complete a report on the work performed to date. If Consultant incurs cost in Client's termination of this Agreement, a termination charge to cover such cost shall be paid by Client.

In the absence of notification of termination, this Agreement shall continue in full force and effect until such time as Consultant has completed its services.

9) **No Third-Party Beneficiaries**

This Agreement is entered into solely for the benefit of Client and Consultant and in no way is intended to benefit or extend any right or interest to any third party. It is the intention of Client and Consultant that they are the sole beneficiaries to the rights and obligations arising here from, and any benefit to be derived by any third party is merely incidental to and unintended by the Agreement.

10) **Merger Clause**

This Agreement, including the attached incorporated proposal, constitutes a final, complete, and total integration of any and all understandings between the parties. Any subsequent change, alteration, addition, or modification must be mutually agreed upon, in writing, and signed by both parties.

11) **Notices**

Any notice required or permitted under this Agreement may be given by ordinary mail at the address contained in this Agreement, but such address may be changed by written notices given by one party to the other from time to time. Notice shall be deemed received in the ordinary course of the mail.

12) **Assignments**

The rights and obligations of either party to this Agreement shall not be assigned nor otherwise transferred without the prior written consent of the other party. Subject to the foregoing, each party to this Agreement, where applicable, binds itself, its partners, successors, executors, administrators, and assigns with respect to all covenants, conditions, and promises of this Agreement.

13) **Individual Responsibility**

If Client is a corporation, the individual or individuals who sign this Agreement on behalf of Client warrant that they are duly authorized agents of the Client.

14) **Invoices**

(a) Consultant will submit progress invoices to Client and a final bill upon completion of services. Invoices will show charges for different personnel and expense classifications.

(b) Payment is due upon presentation of invoice and is past due 30 days from invoice date. Client agrees to pay interest of one and a half percent (1.5%) per month, not to exceed the maximum rate allowed by law, on past due accounts. The amount of interest will be calculated on any unpaid balance commencing thirty (30) days after the date of the original invoice.

15) **Previous Consultant Fees**

Client agrees that any previous Consultant retained to perform professional services that are the same or related to those for which this Agreement has been entered has been or will be promptly paid in full by Client. Client shall obtain full rights to use previous Consultant's work product, if same is to be used by Consultant.

16) **Invalid Provisions**

If any provision, in whole or in part, of this Agreement should be in violation of any law or ordinance, it shall not invalidate this Agreement, and any such provision shall be deemed stricken from this Agreement.

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of _____

Date.


BY: _____ BY: Ashley Hulett


PRINTED NAME: _____ PRINTED NAME: Ashley Hulett

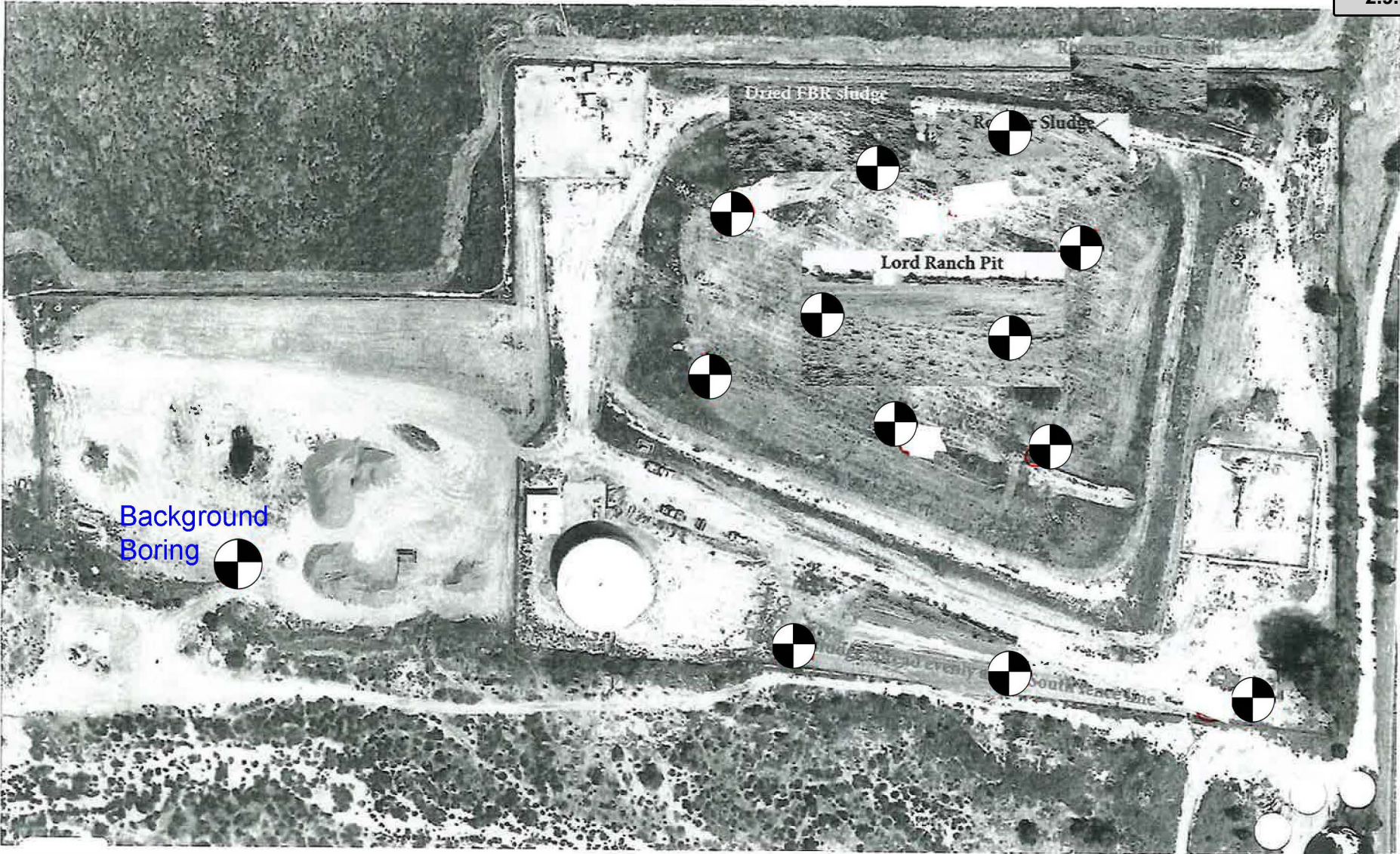
TITLE: _____ TITLE: Professional Geologist




*Note: Borings not to scale
Approximate Locations

	Roemer Plant	
	By: AH	Date: 09/2021
	Project No.: P21232R5	Plate No.: 1


Legend
 Approximate Boring/Spot



*Note: Image not to scale. Approximate Locations

	<u>Lord Ranch Pit</u>	
	By: AH	Date: 09/2021
	Project No.: P21232R5	Plate No.: 2

Legend

 40 m Camera: 747 m 34°07'45"N 117°20'54"W 382 m
Approximate Boring/Sample Location



IVIE McNEILL WYATT
PURCELL & DIGGS

**Bill to: West Valley Water District
855 West Base Line Road
Rialto, California, 92376**

**Invoice No: 746109
Dated: February 28, 2022
File No: 8007005
File Name: Davis v WWWD**

FOR PROFESSIONAL SERVICES

Total Fees: \$7,380.00

Total Costs:



IVIE McNEILL WYATT
PURCELL & DIGGS

**Bill to: West Valley Water District
855 West Base Line Road
Rialto, California, 92376**

**Invoice No: 746110
Dated: February 28, 2022
File No: 8007008
File Name: Loukeh v WVWD**

FOR PROFESSIONAL SERVICES

Total Fees: \$5,065.00

Total Costs: _____
\$5,065.00

HUNT ORTMANN PALFFY NIEVES
DARLING & MAH, INC.
301 N. LAKE AVE
7TH FLOOR
PASADENA, CA 91101
(626) 440-5200

WEST VALLEY WATER DISTRICT
Attn: Accounts Payable
P.O. BOX 190
RIALTO, CA 92377

March 9, 2022

Account # 7473.002
Invoice # 92075

In Reference to: Contracts

FOR PROFESSIONAL SERVICES RENDERED THROUGH 02/28/2022 SUMMARY OF FEES AND COSTS:

Total Fees: \$5,037.00

Total Costs: \$0.00

Total Balance Due \$5,037.00



TAFUYA LAW GROUP, APC

316 W. 2nd St. • Suite 200
Los Angeles, CA 90012
Office 213.617.0600

Statement No.: 22-1001
Date: November 2021
Billing Period: November 1, 2021-November 30, 2021

Bill to: West Valley Water District
855 West Base Line Road
Rialto, California 92376

PROFESSIONAL SERVICES

Total Fees for January 2022:	\$	20,816.50
Total Costs for January 2022:	\$	<u>34.60</u>
Total for January 2022:	\$	20,851.10



TAFOYA LAW GROUP, APC

316 W. 2nd St. • Suite 200
Los Angeles, CA 90012
Office 213.617.0600

Statement No.: 21-1012
Date: December 2021
Billing Period: December 1, 2021-December 31, 2021

Bill to: West Valley Water District
855 West Base Line Road
Rialto, California 92376

PROFESSIONAL SERVICES

Total Fees for December 2021:	\$	14,347.50
Total Costs for December 2021:	\$	<u> -</u>
Total for December 2021:	\$	14,347.50



BOARD OF DIRECTORS STAFF REPORT

DATE: March 17, 2022
TO: Board of Directors
FROM: Shamindra Manbahal, General Manager
SUBJECT: REGIONAL 5-PARTY WATER SUPPLY AGREEMENT

BACKGROUND:

The West Valley Water District (WVWD) along with San Bernardino Valley Municipal Water District (Valley District), Metropolitan Water District of Southern California (MWD), Western Municipal Water District (WMWD), and Rubidoux Community Services District (RCSD) have been discussing and are now proposing a regional water supply agreement, which will provide RCSD access to up to 2,000 acre-feet per year of State Water Project water for the first time. In addition to expanding their water supply portfolio with this new source of potable water supply, RCSD will also benefit from receiving a lower total dissolved solids (TDS) source of supply. (As the potable water is used, some will make it into the sewer treatment and discharge system, which itself is regulated and must meet certain water quality standards. The lower TDS water will help RCSD, both a water and sewer entity, achieve such compliance as a sewer entity).

How the new water supply will be delivered per terms of the proposed agreement: MWD, in cooperation with its member agency WMWD, will deliver imported water to Valley District, who in turn will deliver it to WVWD, who will ultimately treat, wheel, and supply it directly into RCSD's water system. More specifically for WVWD, and at locations shown in attached Exhibit A, WVWD will receive water at its Oliver P. Roemer Water Filtration Plant, treat it, and wheel it to the WVWD-RCSD interconnection to be located at Wilson Street and Fleetwood Drive.

Valley District, MWD, and WMWD's willingness to enter into this water supply agreement is greatly appreciated and to be applauded. Valley District and MWD are both State Water Project Contractors and are not allowed to sell imported water within one another's service area. RCSD is in MWD's service area, but there is currently no practical way for MWD to deliver imported water to RCSD. This water supply agreement solves this dilemma by allowing imported water to travel through Valley District's service area to get to MWD's service area and specifically reaching RCSD. WVWD's role to treat and deliver the water is also critical.

The terms of the proposed 5-Party water supply agreement (attached Exhibit B) have been crafted and reviewed by staff and attorneys from all five water agencies. From WVWD staff's perspective, this is wonderful opportunity to be involved in a regional effort to efficiently enhance and address water supply. The agreement does create an obligation for WVWD to treat and deliver water. However, the agreement also acknowledges that WVWD will perform this obligation per terms of a separate agreement between WVWD and RCSD. This second agreement is still being crafted and

will address operational logistics and reasonable compensation for WVWD's services and will enable the actual construction of the water supply interconnection.

WVWD staff recommends the attached 5-party water supply agreement titled, "Agreement to Provide Water to Rubidoux Community Services District," be approved as attached or as modified with minor, non-substantive edits.

FISCAL IMPACT:

No fiscal impact.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

MB:ls

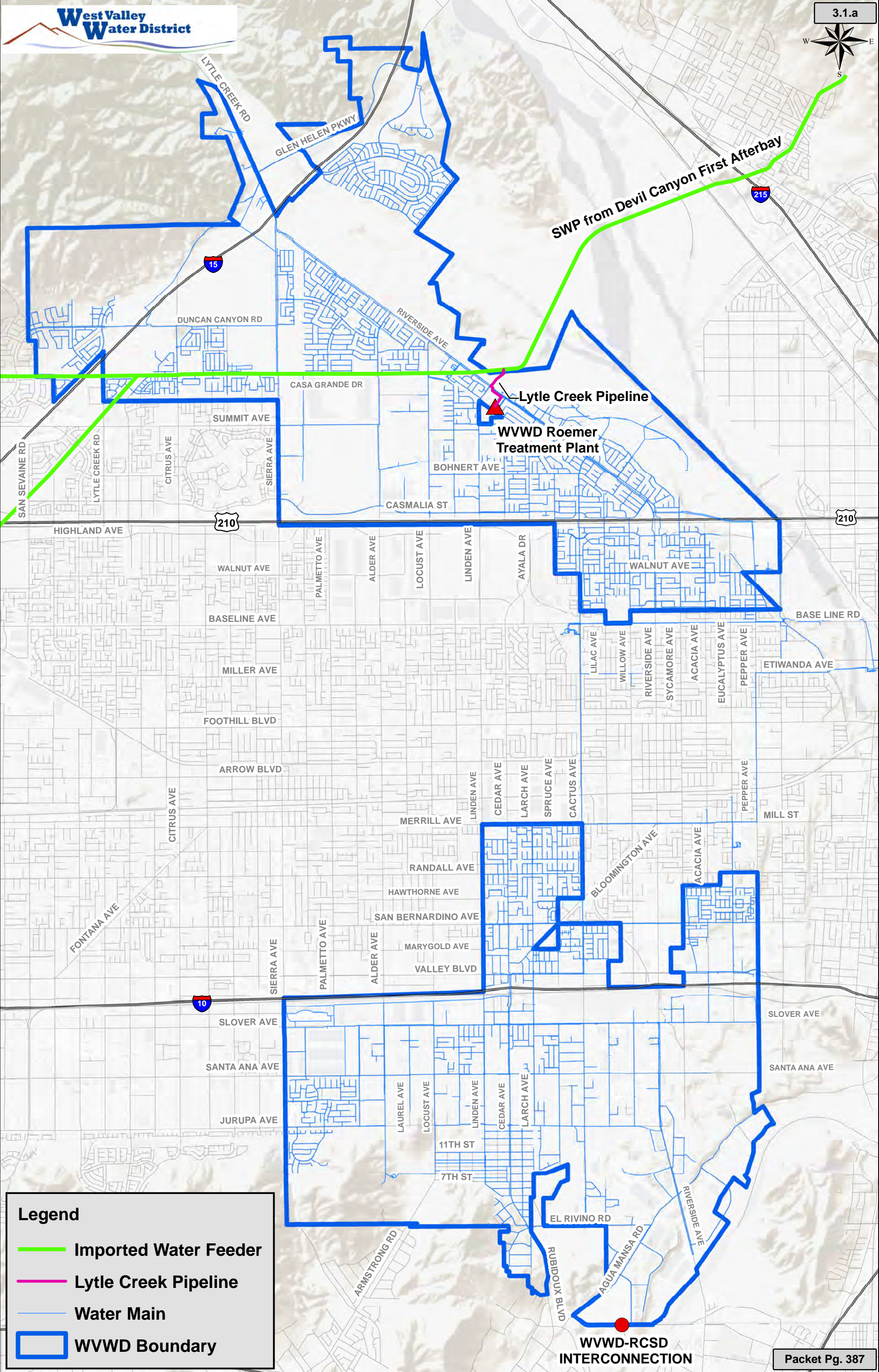
ATTACHMENT(S):

1. Exhibit A - Water Supply Map
2. Exhibit B - Agreement To Provide Water To Rubidoux Community Services District



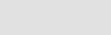
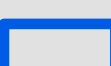
MEETING HISTORY:

03/09/22 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A



Legend

-  Imported Water Feeder
-  Lytle Creek Pipeline
-  Water Main
-  WVWD Boundary

**WVWD-RCSD
INTERCONNECTION**

EXHIBIT B

AGREEMENT NO. _____
AGREEMENT TO PROVIDE WATER TO
RUBIDOUX COMMUNITY SERVICES DISTRICT

This Agreement to Provide Water to Rubidoux Community Services District (Agreement) is entered by The Metropolitan Water District of Southern California (Metropolitan), San Bernardino Valley Municipal Water District (Valley District), West Valley Water District (West Valley), Rubidoux Community Services District (Rubidoux), and Western Municipal Water District (Western), collectively the “Parties.”

RECITALS

A. Metropolitan is a metropolitan water district organized under the Metropolitan Water District Act, codified at section 109-1, et seq. of West’s Appendix to the California Water Code, and is engaged in developing, storing, and distributing water in the counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura. Metropolitan has an existing agreement with San Gabriel Valley Municipal Water District that allows for the delivery of water through the San Gabriel Valley Devil Canyon – Azusa Pipeline, of which Valley District also has 50% of capacity right up to Riverside Avenue in the City of Rialto.

B. West Valley is a County Water District, a public agency of the State of California, providing retail water to approximately 95,000 customers. West Valley’s service area overlaps five political jurisdictions: The Cities of Rialto, Fontana, Colton, and Jurupa Valley; and unincorporated areas of San Bernardino County, including the community of Bloomington.

C. Valley District is a public agency incorporated under the Municipal Water District Act of 1911 (California Water Code Section 71000 et seq., as amended) that is engaged in wholesale delivery of water in portions of the counties of San Bernardino and Riverside. Valley District is a State Water Contractor that primarily imports water into its service area through the State Water Project. Valley District has an existing connection on the San Gabriel Valley Devil Canyon – Azusa Pipeline that can also be used to deliver imported supplies from Metropolitan to a portion of Western’s service area.

D. Western is a municipal water district incorporated under the Municipal Water District Act of 1911 (California Water Code Section 71000 et seq., as amended) that is engaged in retail and wholesale delivery of water to customers in western Riverside County. Western

purchases imported water from Metropolitan and helps provide water to over 1,000,000 people in its service area.

E. Rubidoux is a California community services district providing retail potable water, non-potable water, sewer collection and treatment, solid waste collection, fire protection services, street lighting, and weed abatement services to approximately 40,000 customers in its service area located in the City of Jurupa Valley. Rubidoux currently has no imported water supply and is reliant solely on local groundwater sources.

F. The Parties desire to enter into this Agreement in order to provide water to Rubidoux for use within Western's service area (which is also within Metropolitan's service area).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the representations which are incorporated herein by this reference, warranties, covenants, and agreements contained in this Agreement and for other good and valuable consideration, the Parties hereby agree to the following terms and conditions of this Agreement.

1. Requests for Water. Rubidoux will coordinate with Valley District, West Valley, and Western on determining the monthly amount of imported water Rubidoux needs from Metropolitan, up to a maximum amount of 2,000 acre-feet per calendar year. After coordinating, Western will request delivery of the water from Metropolitan in accordance with Sections 2 through 4 below, inclusive. The requested water must be used within Metropolitan's service area.

2. Metropolitan Deliveries. To the extent there is sufficient unused capacity in the San Gabriel Valley Devil Canyon-Azusa Pipeline, Metropolitan will deliver the water to Valley District at Valley District's connection (Lytle Creek, Station, 1747+00) on the San Gabriel Valley Devil Canyon – Azusa Pipeline. The maximum amount of water that Metropolitan may deliver under this Agreement is 2,000 acre-feet per calendar year.

3. Valley District Deliveries. Valley District will deliver the water that Metropolitan delivers pursuant to Section 2 to West Valley.

4. West Valley Deliveries. West Valley will treat and deliver the water to

Rubidoux, per terms identified in a separate agreement between West Valley and Rubidoux, for use within Western's service area by Rubidoux, and Rubidoux will provide Western and West Valley with a meter read report of the amounts delivered by 3:00 p.m. on the fifth business day after the end of the month.

5. Monthly Amounts. Western will inform Metropolitan and Valley District of the amounts of water delivered to Rubidoux by 3:00 p.m. on the tenth business day after the end of the month to account for the supplies. Reconciliation of water deliveries will be allowed in subsequent monthly accounting.

6. Billing and Payment. Western will pay Metropolitan's rate for full service untreated water in effect at the time of the delivery of the water to Valley District's connection for use by Rubidoux within Western's service area. The delivery is subject to the capacity charge, readiness-to-serve charge, and all volumetric water rates then in effect, in the same manner as deliveries made to Western through Metropolitan's distribution system and connections. Metropolitan will bill Western, and Western will pay Metropolitan, in accordance with the billing and payment provisions of Metropolitan's Administrative Code, as amended over time. Rubidoux will reimburse Western for all payments Western makes to Metropolitan, and to Valley District and West Valley, if any, under this Agreement and will also pay Western's standard administrative charges. Valley District and West Valley shall have no responsibility for the cost of water delivered to Valley District's connection for use within Western's service area by Rubidoux.

7. Department of Water Resources. Metropolitan will be responsible for any Department of Water Resources charges for the State Water Project supplies delivered to Valley District's connection under this Agreement.

8. Term. Upon execution, this Agreement is effective as of June 1, 2022 and terminates on December 31, 2035, provided that if the terms of the State Water Contracts are extended beyond December 31, 2035, then the term of this Agreement will likewise be extended to match the term of the State Water Contracts.

9. Cancellation. Notwithstanding Section 8, any Party may terminate this Agreement by providing at least 30 days written notice to all the other Parties provided that the notifying party is not in default under this Agreement.

10. Liability and Indemnification. Liability and indemnification shall be governed by

section 4502 of Metropolitan's Administrative Code. Valley District, West Valley, and Rubidoux each agree to the provisions of section 4502 of Metropolitan's Administrative Code, which provisions are incorporated here by this reference, and agree to its enforceability by or against each of them under this Agreement in the same manner and to the same extent as that section applies to Western.

11. No Third-Party Rights. This Agreement is made solely for the benefit of the Parties and their respective permitted successors and assigns (if any). Except for such a permitted successor or assign, no other person or entity may have or acquire any right by virtue of this Agreement.

12. Ambiguities. Each Party and its counsel have participated fully in the drafting, review and revision of this Agreement. No rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall be applied in the interpretation of this Agreement or any amendments or modifications thereof.

13. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the Agreement among the Parties pertaining to the subject matter and supersedes all prior and contemporaneous understandings or agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Agreement.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which, when executed and delivered, shall be an original and all of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document.

15. Relationship of Parties. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or any other similar arrangement among any of the Parties. No Party to this Agreement shall be deemed to be a representative, an agent or an employee of any other Party. Unless otherwise expressly specified in this Agreement, no Party shall have any authority or right to assume or create any obligation of any kind or nature, express or implied, on behalf of, or in the name of any other Party, nor bind any other Party in any respect, without the specific prior written authorization of another Party. The obligations of the Parties shall be several and not joint.

16. Amendments. No change, amendment or modification of this Agreement shall be

valid or binding upon the Parties unless such change, amendment or modification is in writing and duly executed by all Parties.

17. Time of the Essence. Time is of the essence in the execution and performance of this Agreement.

[signatures on following page]

DRAFT

**THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA**

Adel Hagekhalil
General Manager

Dated

APPROVED AS TO FORM:

Marcia L. Scully
General Counsel

Dated

**SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT**

Heather Dyer
General Manager

Dated

APPROVED AS TO FORM:

Brad Neufeld
General Counsel

Dated

WEST VALLEY WATER DISTRICT

Shamindra Manbahal
General Manager

Dated

APPROVED AS TO FORM:

Robert Tafoya
General Counsel

Dated

WESTERN MUNICIPAL WATER DISTRICT

Craig Miller
General Manager

Dated _____

APPROVED AS TO FORM:

Jeff Ballinger
Legal Counsel

Dated

RUBIDOUX COMMUNITY SERVICES DISTRICT

Jeff Sims
General Manager

Dated

APPROVED AS TO FORM:

John Harper
Legal Counsel

Dated