



MAINTENANCE SERVICES AGREEMENT
[Maintenance and Repair Services for Wells]

THIS MAINTENANCE SERVICES AGREEMENT (the “Agreement”) is made at Orange, California, on this 27th day of June, 2023 by and between the CITY OF ORANGE, a municipal corporation (“City”) and GENERAL PUMP COMPANY, INC., a California corporation (“Contractor”), who agree as follows.

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by this reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. Contractor represents that it is experienced in performing the work and will follow the highest professional standards in performance of the work. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Unless and until otherwise notified in writing by City’s Public Works Director, City’s Senior Civil Engineer, Tuan Cao (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the City Manager.

2. Total Compensation, Annual Compensation and Fee Schedule.

a. Contractor’s total compensation for all services performed under this Agreement, shall not exceed ONE MILLION FOUR HUNDRED FIFTY-THREE THOUSAND SIX HUNDRED NINETY DOLLARS and 00/100 (\$1,453,690.00), without the prior written authorization of City. The compensation for services performed under this Agreement shall be paid as specified in Exhibit “B,” which is attached hereto and incorporated herein by this reference.

b. The above fee shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto and equipment rental, and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. The amendment shall set forth the changes of work, extension of time, and adjustment of the compensation to be paid by City to Contractor.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Except as otherwise authorized by City's Project Manager, only the employees of Contractor shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. Assignment or Subcontracting. No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has had the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. Term.

a. The Term of this Agreement is three (3) fiscal years, commencing on July 1, 2023 and expiring on June 30, 2026 (the “Expiration Date”); provided, however, that City has the right to extend the term of this Contract for the following extensions and upon the following terms:

- First Extension (the “First Extension Term”) commencing July 1, 2026, and terminating June 30, 2027, in an annual amount not to exceed FIVE HUNDRED FOUR THOUSAND SEVENTY-THREE DOLLARS and 80/100 (\$504,073.80) without the prior written authorization of City;
- Second Extension (the “Second Extension Term”) commencing July 1, 2027, and terminating June 30, 2028, in an annual amount not to exceed FIVE HUNDRED FOURTEEN THOUSAND ONE HUNDRED FIFTY-FIVE DOLLARS and 28/100 (\$514,155.28) without the prior written authorization of City.

b. The City Manager is hereby authorized on behalf of the City to give written notice to the Contractor of the City’s intention to exercise each Extension (if at all) no later than thirty (30) days prior to the end of the Expiration Date or the then expiring Extension; provided, however, that the City’s notice of its intention to extend the term of the Agreement for each Extension shall be expressly conditioned upon and subject to the approval by the City Council, in its sole and absolute discretion, of an amount sufficient to pay the compensation set forth herein for each Extension as part of its annual budget approval process prior to the beginning of each Extension. While the parties acknowledge that the City is required to give its notice of intention to extend the term of the Agreement not later than thirty (30) days prior to the date that the initial term or then current Extension would otherwise end, it is possible that the City Council’s approval of its annual budget and appropriation of funds for the Extension in question may occur thereafter. Accordingly, if the City Council fails to approve and appropriate funds sufficient to pay the amount of compensation set forth herein for an Extension, the Agreement shall terminate and be of no further force and effect as of the expiration of the initial term or the then current Extension. Moreover, in the event the City gives the Agreement written notice exercising an Extension and the City Council fails to appropriate funds sufficient to pay the amount of compensation for the Extension in question after the Contractor has performed services under the Extension, the Contractor will be equitably compensated for all services performed under any portion of an Extension through the date of termination of the Agreement.

c. Any Extension, if properly exercised, shall be memorialized in the form of an amendment to this Agreement. The City Manager is hereby authorized to approve and execute amendments to this Agreement reflecting the exercise of each Extension and the amount of compensation (including the amount of funds to be made available for additional work or services) payable to Contractor for each respective Extension.

11. Time Is of the Essence. Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. Reserved.

13. Delays and Extensions of Time. Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. Products of Contractor. The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the “Indemnitees”) entirely harmless from all liability arising out of:

(1) Any and all claims under workers’ compensation acts and other employee benefit acts with respect to Contractor’s employees or subcontractor’s employees arising out of Contractor’s work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees’ status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission other than a professional act or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City’s property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. Reserved.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers’ compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers’ compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth below shall be maintained for the duration of the Agreement.

f. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

g. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

h. All insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide.

i. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

j. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

k. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with Laws/Background.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. The work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers and shall comply with all statutory requirements thereunder. Statutory provisions for penalties for failure to comply with prevailing wage laws will be enforced. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

e. Contractor shall require all subcontractors to make the same representations and warranties as set forth herein.

f. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

g. All personnel performing any services to City under this Contract shall possess sufficient experience and security records to perform the work at public facilities. Contractor shall conduct and complete, to City's satisfaction, sufficient background checks to ensure no personnel performing services under this Contract is listed on the National Sex Offender Public Registry ("NSOPR"). Contractor shall monitor personnel security records to ensure no existing or new employees performing services under this Contract are added to the NSOPR or convicted of any crimes that would disqualify them from adhering to conduct conducive to public safety.

h. All costs associated with the documentation and verification required herein shall be borne by Contractor. Contractor shall require all subcontractors to provide the same documentation and verification when hired to perform services under this Contract. City has the right,

in its sole and absolute discretion, to reject any employee of Contractor assigned to perform services for City, with or without cause, at the time of such assignment or at any time thereafter, and Contractor shall remove that employee from providing services to City to the extent permitted by law and any applicable collective bargaining agreement. City’s rights under this Article shall not be exercised in an arbitrary or capricious manner, or with the intent of forcing a termination of this Contract.

i. Contractor agrees to indemnify and hold City, its officials, and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within 3 days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

General Pump Company, Inc.
159 N. Acacia Street
San Dimas, CA 91773

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591

Attn: Peter H. Brooks

Attn: Jose M. Diaz

Telephone: (909) 599-9606
E-Mail: pbrooks@genpump.com

Telephone: (714) 288-2475
E-Mail: jdiaz@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

“CITY”

GENERAL PUMP COMPANY, INC.

CITY OF ORANGE, a municipal corporation

DocuSigned by: Peter Brooks
*By: 5B4E647712C240D...
Printed Name: Peter Brooks
Title: CEO

DocuSigned by: Daniel R. Slater
By: 02D88B777A20417...
Daniel R. Slater, Mayor

*By: _____
Printed Name: _____
Title: _____

ATTEST:
DocuSigned by: Pamela Coleman
DB2BEDCB8BEF43A...
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

DocuSigned by: Nathalie Adourian
CDC307DC0A7548A...
Nathalie Adourian
Senior Assistant City Attorney

***NOTE:** The City requires the following signature(s) on behalf of the Contractor:
-- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

√

EXHIBIT "A"

SCOPE OF SERVICES

[Beneath this sheet.]



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

REQUEST FOR PROPOSAL

WELL MAINTENANCE AND REPAIRS
PROPOSAL NO. 22-23.40

DUE DATE – MAY 18, 2023 @ 4:00 P.M.

Presented To



CITY OF ORANGE
PUBLIC WORKS DEPARTMENT – WATER DIVISION
189 S. WATER STREET
ORANGE, CA 92866
ATTN: MR. TUAN CAO

By

MICHAEL BODART / PETER BROOKS
GENERAL PUMP COMPANY, INC.



San Dimas, CA



Camarillo, CA



159 N. ACACIA STREET * SAN DIMAS, CA 91773
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WELL & PUMP SERVICE SINCE 1952

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Serving Southern California and Central Coast

May 18, 2023

Via Hand Delivery

City of Orange
Public Works Department – Water Division
189 S. Water St.
Orange, CA 92866
Attn: Mr. Tuan Cao

**RFP – City of Orange – RFP for Well Maintenance and Repairs; Proposal No. 22-23.40
Due May 18, 2023 at 4:00 P.M.**

General Pump Company, Inc. (GPC) is pleased to submit the above referenced RFP regarding the well maintenance and repairs for the City of Orange (City). GPC has reviewed all elements of this RFP and is in full agreement to perform the required services in connection with the City's distribution system.

The City and GPC have developed a partnership and trust for over thirty (30) years. **Our detailed records we have on file regarding the City's wells and pumps have critical information that we use to evaluate any issues that may occur. Our knowledge of the site constraints also makes it possible for GPC to respond to the City's needs faster and with better efficiency than any other company.**

Although our qualifications exceed those of our local competitors, our costs are also lower. GPC's San Dimas office is located within approximately 28 miles of the City's office. Not only can we be on site prepared to fix any pump or well issue quicker due to our knowledge of the City's water system, but we also have substantially less travel time than our competitors. Reduced travel will result in a 20% to 35% savings for the City. Because we have been doing the maintenance and pump engineering for the City for a long time, we have detailed files of all of your equipment. This data is critical for troubleshooting and assisting your engineers when upgrades or changes are needed to meet the City's future water requirements.

Attached for your review is our Statement of Qualifications, which describes the services we have provided to cities and water districts throughout Southern & Central California for over seventy (70) years. GPC is the **only well & pump service company in Southern California** that has a staff of experienced civil and mechanical engineers and a Professional Geologist who are *specialized* and are 100% dedicated to well and pump service. Unlike many of our competitors whose primary focus is on drilling new wells, GPC's only focus is on pump engineering service and well rehabilitation. The *no cost engineering and geologist* work can save the City **thousands of dollars per project**.

GPC has more maintenance contracts with the cities and water districts than all our competitors combined in the Southern California region.

No two wells in the world are identical. Water quality, ground water geology, depths, construction materials, age, drilling techniques, aquifer water levels, and usage, all make water wells a challenge for redevelopment and repairs. GPC's professional staff spends a lot of time researching and testing to help come up with possible solutions. The construction cost of a new well and the equipment needed to produce water is in the millions of dollars. The largest power users in many cities are the pumping systems that keep the water and sewers systems working. An inefficient well or pump can cost the City millions of dollars over its life in additional power cost. Reliability is also a key concern.



GPC has been inventing new ways to repair existing wells, design new types of pumps, and redevelop wells for many years. These new technologies are taught to the cities and consultants primarily through large seminars. Cities, water districts, industrial, agricultural, and private water companies also work directly with GPC's staff and technicians to resolve issues. Innovation, expertise, and our special equipment is another reason why we are different than any other well and pump engineering service company.

GPC is one of the few Contractors that hold all the **REQUIRED** license classifications needed to provide the services that you outlined in your RFQ: Engineering A, C61, D21, and C57. We consider our maintenance contracts as our highest priority. These contracts are more than just an agreement, but instead a promise to assist the City in being successful in maintaining a reliable cost-effective pumping system. We are proud to carry highly requested insurances such as 1M in Commercial General Liability, 2M in General Aggregate, 1M in Automobile Liability, 1M in Worker's Compensation and Employer's Liability, 2M in Pollution Liability, 2M in Professional (Errors and Omissions) Liability, as well as a 9M in Umbrella Liability.

We also have the most complete pump repair facility in Southern California. Most companies send equipment out to other vendors to machine and repair the pump. We not only manufacture most of the pump parts in-house, but also manufacture parts for other pump companies. We are **the only** manufacturer of the **GPC Water Flush Deep Well Turbine Pump**. This is the fastest growing deep well turbine pump in Southern California. These well pumps outperform the standard water lube pumps and do not require oil for line shaft bearing lubrication. GPC is the only certified Byron Jackson pump (Flowserve) dealer in Southern California, which includes the installation and repair of these special submersible pumps. **Every custom pump we install (repaired or new) comes with a 1-year warranty** that includes our engineering, workmanship, and the materials we use to build your equipment. This warranty also includes the complete removal and reinstallation cost (average cost of \$40,000).

GPC is the most experienced and qualified contractor in the world with the use of **AirBurst®**, which has been determined to be one of the most effective well development processes invented in the past twenty (20) years. GPC is also the most experienced contractor in the world when it comes to the use of Well Klean®/WellRenew® products. Other manufacturers have attempted to copy the formula over the past twenty-seven (27) years but have not been successful. These proprietary chemicals have been used to clean our Navy's ships, city distribution pipelines, and water wells nationwide for over twenty-five (25) years.

The *Groundwater and Wells* textbook, first published in 1962, serves as one of the most thorough and well-referenced resources for the Water industry. GPC provided technical guidance and information for the well development and pump design sections that appear in the 3rd Edition textbook published in 2007.

GPC continues to explore and review the latest industry technologies and processes. One such process is Chlor-Jet™, first introduced in January 2022, which provides a more effective means of well disinfection prior to well equipping versus conventional AWWA well disinfection methods.

In summary, GPC has the people, equipment, and experience to continue the decades-long partnership with the City of Orange. We are proudly investing in our future growth to continue to meet and exceed the expectations of the City and ultimately help to maintain the flow of critical water supplies to the growing number of citizens in Orange.

Contacts:

Michael Bodart
President / Director of Engineering
Office: 909-599-9606
Cell: 909-721-2554
mbodart@genpump.com

Peter Brooks
Chief Executive Officer
Office: 909-599-9606
Cell: 323-471-4885
pbrooks@genpump.com

A handwritten signature in black ink, appearing to read 'Peter Brooks', is written over the printed name and contact information.



STATEMENT OF QUALIFICATIONS

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. have worked in almost every aspect of the well and pump industries. This diverse experience provides 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 manufacturers.

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 associated with pumping systems
- Appropriate mechanical and chemical redevelopment
- Periodic monitor and maintenance programs
- Water quality and production solutions/well system optimization
- Engineered pump suction
- Pump and motor repair / custom pump design and machining
- Electrical, SCADA and transducer support related to pump operations
- 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 compliment to a service company. It proves that the contractor has met or exceeded the customer's set goals and



ANNUAL CONTRACTS (Continued)

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 70+ 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".

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
High Temperature

Mechanical Seals

Re-Machine Seat, High
Pressure, High
Shaft Repaired Upgrades

Electric Motors

New & Overhauled, Rewound,
Balanced, Custom Bases,



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 customers' 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 chemical treatment equipment with fully operational safety equipment that includes eyewash and shower, along with other special redevelopment tools, which allow us to perform the most cost-effective cleaning to your wells.

PROFESSIONAL REFERENCES

Because of **General Pump Company's** long history in Southern California (over 70 years), we have selected eight (8) cities as references. As we described above in our proposal, **General Pump Company, Inc.** has been selected by 45 cities in Southern California to maintain their well and pumping systems. Upon your request, we can submit additional cities or additional information on other annual contracts.

City of Arcadia – John Corona	626-254-2711
<u>Annual Contract</u>	2003 – Present
City of Pasadena – Michele Carina	626-744-7012
<u>Annual Contract</u>	1982- Present
City of Orange – Son Tran	714-288-2497
<u>Annual Contract</u>	1997 - Present
City of Westminster – Scott Miller	714-895-2876
<u>Annual Contract</u>	1995 - Present
City of Santa Monica – Gary Richinick	310 826-6712
<u>Annual Contract</u>	1979 - Present
City of Glendora – Ron Nichka	626-852-4866
<u>Annual Contract</u>	2002 - Present
City of Chino Hills – Steve Setlak	909-364-2806
<u>Annual Contract</u>	1999 – Present
City of Huntington Beach – Chris Cassotta	714-374-1511
<u>Annual Contract</u>	2000 – Present

Please let us know if you would like contact names and phone numbers for other General Pump Company, Inc. customers or annual contract holders. We can also supply you with a list of Engineering Companies that we consult with and who regularly contract directly with General Pump Company, Inc.



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.



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GPC Water Flush

General Pump Company began our research and development of the water flush pump approximately 15 years ago. We worked primarily with The City of Orange because they were in the process of removing all of their oil lube pumps and looking for an alternative to oil lubrication. The open line shaft deep well turbine pump (water lube) is not a good design for deep set well pumps, so we considered water flush pumps as an option. The problem is that the water flush design had a poor record for long-term trouble-free operation. The previous water flush pumps would seize up due to lack of proper lubrication. Air locking or clogged parts are the most common cause for the failures. The other issue is the cost. Water flush pumps cost 30% to 40% more than an oil lube pump of equal size.

General Pump Company with the help of the government and The City of Orange needed to design a cost-effective and reliable water flush pump. The design changed more than 20 times from our first engineered water flush pump. Today General Pump Company has completed more than 50 successful installations using the water flush design. No other company has ever supplied or assembled the General Pump Company water flush deep well turbine pump. It would be easy to say that there is a one size fits all when it comes to water flush pumps, but this would be a formula for failure. The GPC flush nut assembly is manufactured in our San Dimas Facility with our C&C machine. This key component is designed to fit the discharge head for that pump. This component is distributed by Hydroflo or GPC to other competitors. To date only one contractor has installed one with our help.

Line shaft bearing design has changed drastically over the past 15 years. The line shaft bearing is an exclusive GPC design and will change based on many factors (depth of setting, shaft size, water pressure, bowl design, and tube size).

The bowl assembly for a water flush is most likely an oil lube turbine pump, however we need to modify the supplied assembly to make it work efficiently in our shops before we install the pump. GPC engineers modified our design a few different times to get the best cooling results without reducing the life from this important component.

Designing and manufacturing a General Pump Company water flush pump for each application has been a challenge and the reward is that the pumps have proved to be far superior to an open line shaft water lube pump. General Pump is so confident of our design that we doubled the warranty for this pump (2 years). The standard industry warranty for oil lube or water lube vertical turbine pumps is one year.



The last learning component is the operation and maintenance of the GPC Water Flush pump. It is one thing to build the pump, but if you don't know how to operate the pump and trouble shoot the pump, failure can happen very fast.

GPC technicians and engineers work with our customers and teach them how to operate and trouble shoot the pumps. In addition, we assist on the design of the injection manifold.

Oil lube pumps have been the standard in the industry for about 100 years. The issue is that oil will get into the system if your bowls are set below the top of the wells perforations, then 100% of "used" and dirty oil will be pumped into the system.

As the U.S moves away from oil lube well pumps, we believe that California will be the leaders in the future design of the water flush pumps. Some states are no longer excepting oil lube pumps in potable systems. California State Health inspectors are putting pressure on many proyers to change to water lube pumps.



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 Experience **General Pump Company, Inc. - President / Director of Engineering - 1993-Present**
Layne Western - Regional Engineering and Sales Manager (4 offices)
Federal Highway Administration - 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.

PETER H. BROOKS, CHIEF EXECUTIVE OFFICER

Professional Experience Peter Brooks is a water industry executive with 16+ years of management experience across the industry, where he has worked on disaster response and treatment plant operations as the leader of waterTalent; advanced water treatment and wastewater reuse at Xylem, Inc.; and in-conduit hydropower at NLine Energy. He is a former US Marine infantry officer, two-time Iraq War veteran, Fulbright Scholar, and an award-winning water policy instructor at Harvard where he also received an AB (High Honors) and MBA-MPP. Peter is a frequent speaker at water industry events and his writing and work have appeared in the Los Angeles Times, National Public Radio, and several water and wastewater industry publications including AWWA OpFlow, WEF Water & Environment Technology, and Water Online. He has given water industry presentations at Imagine H2O, Water Environment Federation WEFTEC, Association of Boards of Certification, American Water Works ACE, California Municipal Utilities Association, AWWA CA-NV, the Water Technology Summit, among others.

Academic Background Harvard University: Bachelor of Arts; Dual Master of Business Administration and Master Public Policy.



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



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

MICHAEL R. GARCIA, PROJECT MANAGER

**Professional
Background**

Michael has been working for GPC since 2014, starting as an assistant engineer and working his way into his current project management role. Prior to entering the water industry, Michael was enrolled in a post graduate program where he studied courses in materials of construction, mechanical design, and computer aided design. Currently, Michael is responsible for managing multiple deep well and booster pump projects to ensure efficient completion and client satisfaction.

Academic

Background California State University, Fullerton - 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

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.



J. ALFREDO (“FREDDY”) RAMIREZ, PROJECT MANAGER

**Professional
Background**

Professional background includes 23 years’ experience within the well and pump industry. 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.

PAUL RINEHART, PROJECT MANAGER

**Professional
Background**

Professional background includes 30 years of experience in the well and pump industry. Experience includes working in the shop, field, and office, performing pump removals, installations, inspections, conducting pump repairs, material acquisition as well as designing well and booster pumps. Coordinating with customers, vendors, operations manager, and field crews to ensure project completion in a timely manner.



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 (35 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 (10-25 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.

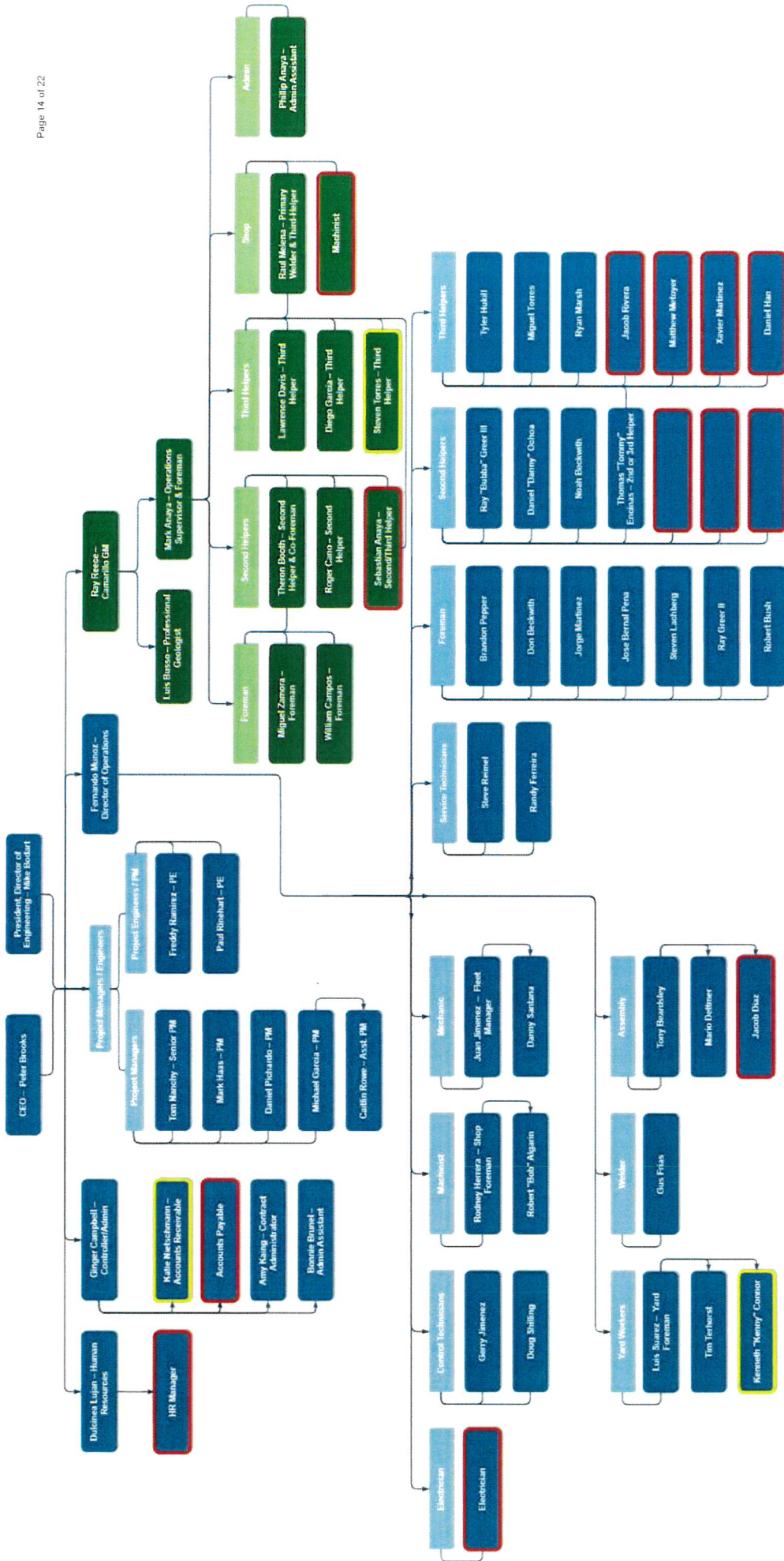
Operation Manager (40 years of experience): General oversight of field and shop operations; includes quality control, technical assistance, and equipment allocations for projects.

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

Professional Geologist (14 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.





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Project References

<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
Phelan Pinon Hills 4176 Warbler Road Phelan, CA 92371 Contact: Sean Wright Ofc: 760-868-1212	Well 8	Well & Pump Repair	Jan – July 2020	\$170,572.23
CDA 3955 Bellegrave Ave Ontario, CA 91761 Contact: Tom O'Neill	Chino II- Well 2	Well & Pump Repair	April-Sept 2020	\$190,276.42
City of Ontario 14205 Meridian Pkwy Riverside, CA 92518 Contact: Chris Bonadurer Ofc: 951-571-7290	Well 38	Well Redevelopment and Repairs	Jan-March 2020	\$188,234.05
Western Municipal WD 909 East Vermont Ave Anaheim, CA 92805 Contact: Mark Adams Ofc: 714-765-4311	Arlington Desalter Well 3	Well Rehab	Oct. 2020- March 2021	\$233,950
City of South Gate 8650 California Ave South Gate, CA 90280 Contact: Ana Ananda Ofc: 323-563-9500	Well 19	Well Rehabilitation	Jan. 2020- Apr.2021	\$123,619
Additional References Available Upon Request				



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Current Projects

<u>Client References</u>	<u>Project</u>	<u>Work Description</u>	<u>Period</u>	<u>Project Funding per Year</u>
City of Arcadia 240 W. Huntington Drive Arcadia, CA 91066 Contact: John Corona Ofc: 626-254-2711	Well & Booster Preventative Maintenance	Well & Booster Preventative Maintenance	Current	\$150,000.00
City of Glendora 116 E. Foothill Blvd. Glendora, CA 91740 Contact: Ron Nichka Ofc: 626-914-8200	Well & Booster Maintenance	Well & Booster Preventative Maintenance	Current	\$200,000.00
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	Current	\$400,000.00
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	Current	\$400,000.00
City of Monterey Park 2657 N. Delta Avenue Rosemead, CA 91770 Contact: Ron Bow Ofc: 626-307-1255	Well & Booster Maintenance	Well & Booster Preventative Maintenance	Current	\$400,000.00
General Pump Company has over 45 Annual Maintenance Contracts in Southern California, more than all our competitors combined. GPC also holds Annual Maintenance Contracts with most cities in the Orange County area including Santa Ana, Fountain Valley, Huntington Beach, Westminster, Orange, and Anaheim. Our contract with Westminster has been continuously renewed for over 30 years.				



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Completed Projects

<u>Client References</u>	<u>Project</u>	<u>Work Description</u>	<u>Period</u>	<u>Project Cost</u>
City of Santa Monica 1228 South Bundy Drive Los Angeles, CA 90025 Contact: Vince Damasse Ofc: 310-285-2491	Charnock Well 13	Well Redevelopment	Nov 2017-July 2018	\$220,000
City of Ontario 1425 South Bon View Ontario, CA 91762 Contact: Chris Bonadurer Ofc: 909-395-2696	Well 45	Well Rehabilitation	July 2018	\$170,000
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				



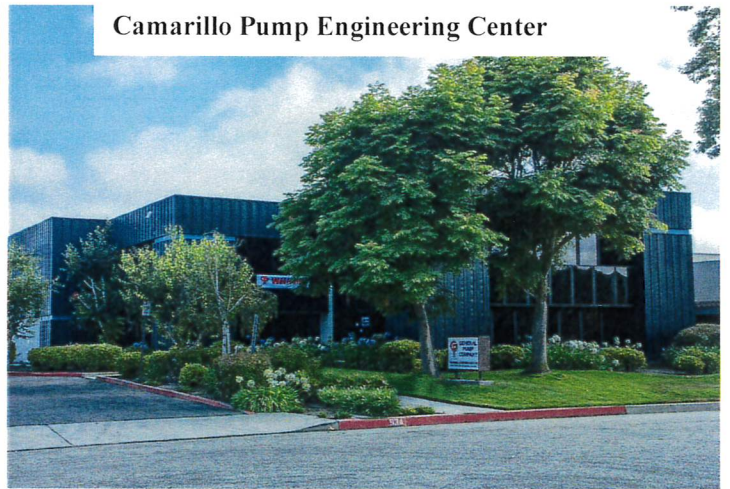
General Pump Company's listed vehicles are 100% dedicated to and utilized for well & pump services. Our entire fleet inventory is registered in California.

2023

LIST#	EQUIP#	YEAR	MAKE	BODY
1	9001	2010	Freightliner	Rig
2	90102	2019	Freightliner	Rig M2106
3	90105	2020	Freightliner	Rig VA 108SD
4	90106	2018	Freightliner	Derrick Rig 108SD
5	90107	2019	Freightliner	Rotary Crane 114SD
6	9009	2015	Freightliner	Rotary Crane 114SD
7	90110	2015	Chevrolet	Stake Bed 3500
8	90111	2015	Chevrolet	Stake Bed 3500
9	90112	2015	Chevrolet	Stake Bed 3500
10	9017	2002	Grove	40 Ton Crane
11	90117	2021	Grove	40 Ton Crane
12	90118	2021	Freightliner	Rotary Crane 114SD
13	9019	2015	Freightliner	40 Ton Crane 114SD
14	90121	2021	Western Star	Flatbed 4700SB
15	9023	2015	Peterbilt	Service Truck
16	9024	2004	Big Tex	Utility Trailer
17	9025	1998	Carson	Trailer
18	90126	2018	Carr	Trailer
19	90127	2020	Chevrolet	Silverado 2500
20	9029	2009	Chevrolet	Silverado
21	9030	2009	Chevrolet	4WD Silverado
22	90131	2018	Freightliner	Service Truck M2106
23	90132	2017	Freightliner	Service Truck M2106
24	9033	2011	Chevrolet	Silverado 2500
25	9034	2011	Chevrolet	Silverado 1500
26	9035	2013	Chevrolet	Silverado 1500
27	9036	2018	Chevrolet	Silverado 2500
28	9037	2008	Toyota	Tacoma Pick-up
29	9038	2020	Chevrolet	Silverado 2500
30	9039	2019	Chevrolet	Silverado 2500
31	90140	2020	Western Star	Rig VA 4700SB
32	90141	2020	Freightliner	Utility Truck
33	90142	2018	Freightliner	Brigadier M2106
34	90150	2021	Freightliner	Rotary Crane 114SD
35	9062	2016	Western Star	Flatbed 4700SB
36	9063	2016	Western Star	Flatbed 4700SB
37	9064	2016	Western Star	Flatbed 4700SB
38	9065	2019	Western Star	Flatbed 4700SB
39	9066	2019	Western Star	Flatbed 4700SB
40	9070	2018	Chevrolet	Stake Bed 3500
41	9071	2018	Chevrolet	Stake Bed 3500
42	9072	2018	Chevrolet	Stake Bed 3500



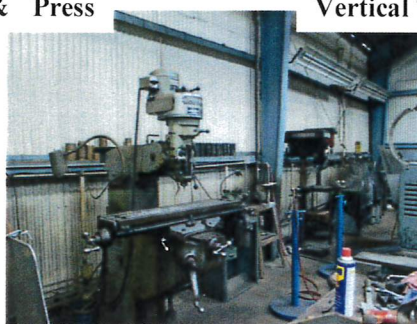
San Dimas Pump Engineering Center



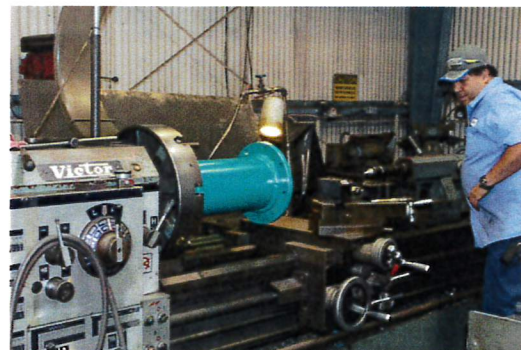
Camarillo Pump Engineering Center



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"

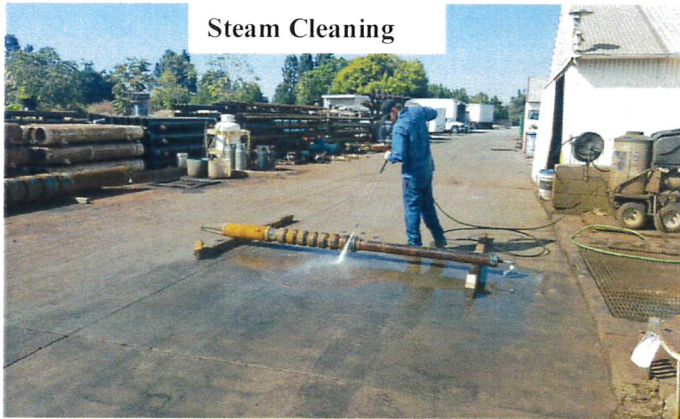


GPC is the only Southern California Pump Service Company to own and operate a CNC machine. Why? Higher quality parts, faster, and at a lower cost.



Welding & Fabrication Shop

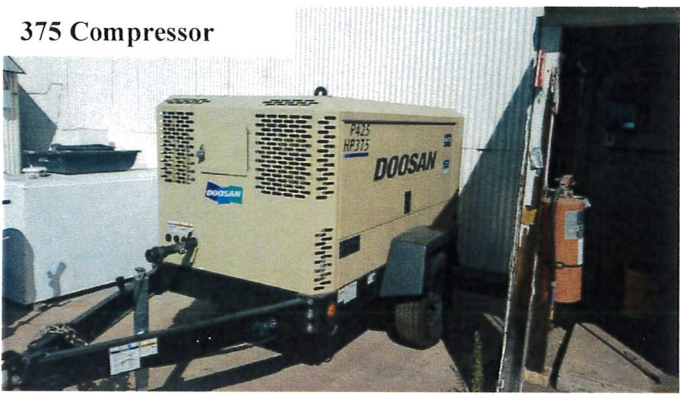
Our "primary" pipe fitter/welder is a certified welder with over 30 years experience.



Steam Cleaning



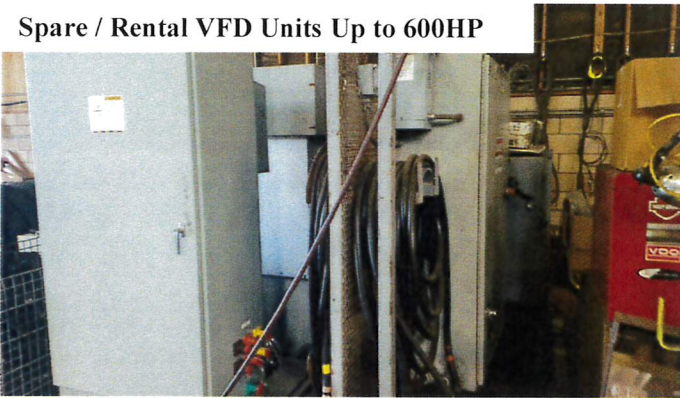
Sandblaster



375 Compressor



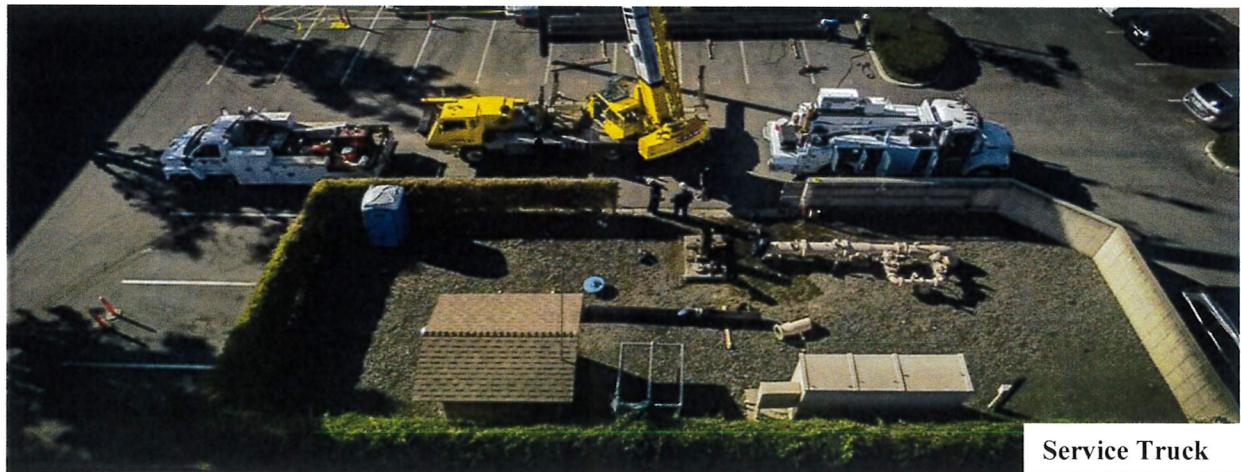
500HP Diesel Engine



Spare / Rental VFD Units Up to 600HP



30-Ton Crane



Service Truck



40 Ton-Crane



Welding Truck

Our newest addition to our fleet in 2023



Our 40-ton Grove



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

FEE PROPOSAL

WELL MAINTENANCE AND REPAIRS
PROPOSAL NO. 22-23.40

DUE DATE – MAY 18, 2023 @ 4:00 P.M.

Presented To



CITY OF ORANGE
PUBLIC WORKS DEPARTMENT – WATER DIVISION
189 S. WATER STREET
ORANGE, CA 92866
ATTN: MR. TUAN CAO

By

MICHAEL BODART / PETER BROOKS
GENERAL PUMP COMPANY, INC.

EXHIBIT "B"

COMPENSATION FOR SERVICES

[Beneath this sheet.]



FEE PROPOSAL

We have included a copy of our published rate schedule that we use for projects. Please note that the *Proposed Rate Sheet* would be the discounted rates that would be used to perform any work as approved by the City. The rate reduction is equal to 15% less than our published rates. All engineering costs are *included* in our rates. Therefore, there will be no additional billings for our engineering services. All repairs include a one-year warranty for workmanship, material, and ENGINEERING.



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

Lic. #496765

STANDARD AND DISCOUNTED RATES

(Effective November 01, 2022)

	Standard Rate	Disc. Rate 15%
3-Man Crew & Standard Pump Pulling Rig.....	\$650.00 / Hr	\$552.50 / Hr
1 Operator & 40-Ton Crane.....	\$420.00 / Hr	\$357.00 / Hr
1-Man Crew, Service Support Rig for the 40-Ton Crane.....	\$199.00 / Hr	\$169.15 / Hr
2-Man Crew & Combination Rig.....	\$489.00 / Hr	\$415.65 / Hr
2-Man Crew & Standard Pump Pulling Rig.....	\$450.00 / Hr	\$382.50 / Hr
Wire Brush or Swab Rental (Nylon Brush NOT included).....	\$995.00 Each	\$845.75 Each
Flatbed Truck & Driver.....	\$198.00 / Hr	\$168.30 / Hr
Rotary Crane (up to 17-ton) & 1-Man Crew.....	\$299.00 / Hr	\$254.15 / Hr
Rotary Crane & 2-Man Crew.....	\$439.00 / Hr	\$373.15 / Hr
Service Truck & 1 Pump Mechanic, Electrician or General Services.....	\$195.00 / Hr	\$165.75 / Hr
Service Truck & 1 Pump Mechanic & Helper.....	\$345.00 / Hr	\$293.25 / Hr
Pipeline Fabricator.....	\$199.00 / Hr	\$169.15 / Hr
Shop Labor – Pump Mechanic.....	\$118.00 / Hr	\$100.30 / Hr
Shop Labor – Machinist or Welder.....	\$118.00 / Hr	\$100.30 / Hr
Overtime & Saturdays.....	Add \$65.00 per Man Hour	\$55.25 Man Hr
Sundays & Holidays.....	Add \$130.00 per Man Hour	\$110.50 / Man Hr
Control & Instrument Specialist.....	\$199.00 / Hr	\$169.15 / Hr
Additional Helper.....	\$130.00 / Hr	\$110.50 / Hr
Video Log – Color with Downhole and Side-Scan.....	\$1,350.00 per DVD	\$1,147.50 / DVD
Re-Video Log – Color with Downhole and Side-Scan.....	\$1,250.00 per DVD	\$1,062.50 / DVD
Dynamic Video with Mini Camera.....	\$600.00 per Day	\$425.00 / Day
Test Pump – Above 300-Hp Drive/ Generator.....	\$360.00 / Hr	\$306.00 / Hr
Test Pump – Below 300-Hp Drive/ Generator.....	\$315.00 / Hr	\$267.75 / Hr
1-Man Crew & Chemical Distribution Trailer, with Safety Equipment.....	\$299.00 / Hr	\$254.15 / Hr
Engineering and Hydrogeology Support.....	Per Job Basis	Per Job Basis

RATES DO NOT INCLUDE SECURITY OR PORTA POTTIES

FIELD RATES ARE PORTAL TO PORTAL

For additional information on *General Pump Company, Inc.*

Or to speak with one of our qualified Engineers,

please contact us at: engineering@genpump.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/6/2023

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.

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.

Table with PRODUCER (Smith Brothers Insurance, LLC) and INSURED (General Pump Company, Inc.) information, along with CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, and INSURER(S) AFFORDING COVERAGE (Travelers Casualty, Travelers Indemnity, Travelers Property Casualty, Axis Surplus).

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.

Main table listing coverages: A COMMERCIAL GENERAL LIABILITY, B AUTOMOBILE LIABILITY, C UMBRELLA LIAB, C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, D Pollution//Prof. Includes columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Maintenance Services Agreement 2023 - 2026

The City of Orange, its officers, officials, employees and volunteers are included as Additional Insureds for General Liability and Automobile Liability; Waiver of subrogation for General Liability, Auto Liability & Workers Compensation, as per policy forms. (A)-001

Table with CERTIFICATE HOLDER (City of Orange) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.)

POLICY NUMBER: P-630-8T716949-TIL-22

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 09-14-22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s): WHERE REQUIRED BY WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD EXECUTED PRIOR OF ANY LOSS FOR WHICH COVERAGE IS SOUGHT</p>

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 against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage

Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. 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. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

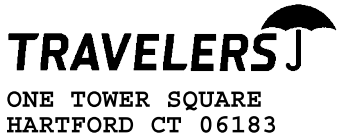
1. The following is added to Paragraph **A.1., Who Is An Insured, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-8T705197-22-43-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

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

Job Description

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 _____

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.

CITY OF ORANGE

DIGITAL SIGNATURE AGREEMENT TRANSMITTAL

AGREEMENT WITH:

CONTRACT ADMINISTRATOR: DEPT EXT

CITY MANAGER APPROVAL

CITY COUNCIL APPROVAL → COUNCIL MEETING DATE

ATTACHMENTS INCLUDED

For each person who needs to sign, you must provide the following information:

VENDOR NAME	TITLE	EMAIL
<input style="width: 95%; height: 30px;" type="text" value="General Pump Company"/>	<input style="width: 95%; height: 30px;" type="text" value="CEO"/>	<input style="width: 95%; height: 30px;" type="text" value="pbrooks@genpump.com"/>
<input style="width: 95%; height: 30px;" type="text"/>	<input style="width: 95%; height: 30px;" type="text"/>	<input style="width: 95%; height: 30px;" type="text"/>
<input style="width: 95%; height: 30px;" type="text"/>	<input style="width: 95%; height: 30px;" type="text"/>	<input style="width: 95%; height: 30px;" type="text"/>

Certificate Of Completion

Envelope Id: DE080E72A8614AC9BEF540F661B77BC2	Status: Completed
Subject: DocuSign: General Pump Company, Inc. (AGR-7534) Maintenance and Repair Services for Wells	
Source Envelope:	
Document Pages: 46	Signatures: 4
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Sally Trejo
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	300 E Chapman Ave
	Orange, CA 92866
	strejo@cityoforange.org
	IP Address: 67.52.190.252


Record Tracking

Status: Original	Holder: Sally Trejo	Location: DocuSign
7/31/2023 11:11:23 AM	strejo@cityoforange.org	

Signer Events

Peter Brooks
 pbrooks@genpump.com
 CEO
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 23.249.95.174
 Signed using mobile

Timestamp

Sent: 7/31/2023 11:32:17 AM
 Viewed: 7/31/2023 12:19:28 PM
 Signed: 7/31/2023 12:19:43 PM

Electronic Record and Signature Disclosure:
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Nathalie Adourian
 nadourian@cityoforange.org
 Sr. Assistant City Attorney
 City of Orange
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Uploaded Signature Image
 Using IP Address: 67.52.190.252

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 Signed: 7/31/2023 2:01:37 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Daniel R. Slater
 dan@danslater.com
 Security Level: Email, Account Authentication (None)


DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 99.53.92.156

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
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Pamela Coleman
 pcoleman@cityoforange.org
 City Clerk
 City of Orange
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 DB2BEDCB8BEF43A...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 67.52.190.252

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 Viewed: 7/31/2023 5:07:43 PM
 Signed: 7/31/2023 5:08:08 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Sally Trejo strejo@cityoforange.org Administrative Assistant City of Orange Security Level: Email, Account Authentication (None)</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 67.52.190.252</p>	<p>Sent: 7/31/2023 5:08:11 PM Viewed: 7/31/2023 5:11:46 PM Signed: 7/31/2023 5:12:46 PM</p>

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>Tuan Cao tcao@cityoforange.org Sr. Civil Engineer City of Orange Security Level: Email, Account Authentication (None)</p>		<p>Sent: 7/31/2023 5:12:48 PM Viewed: 8/1/2023 9:55:37 AM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Jose Diaz jdiaz@cityoforange.org Security Level: Email, Account Authentication (None)</p>		<p>Sent: 7/31/2023 5:12:49 PM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	7/31/2023 5:11:46 PM
Signing Complete	Security Checked	7/31/2023 5:12:46 PM
Completed	Security Checked	7/31/2023 5:12:49 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Orange (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Orange:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: pcoleman@cityoforange.org

To advise City of Orange of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at pcoleman@cityoforange.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Orange

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to pcoleman@cityoforange.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Orange

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to pcoleman@cityoforange.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Orange as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Orange during the course of your relationship with City of Orange.