

AGREEMENT FOR MAINTENANCE SERVICES

WELL 11A REHABILITATION

THIS AGREEMENT is made and entered into on this ___ day of ___, 2014, by and between the City of Manhattan Beach, a municipal corporation ("City") and General Pump Company, a California Corporation ("Contractor") (collectively, the "Parties").

RECITALS

A. City issued Request for Proposal #1010-15 on October 2, 2014 ("RFP"), requesting proposals to provide chemical treatment and mechanical well head rehabilitation services to eliminate bacteria from the well casing and aquifer of Well 11A located at 1932 Manhattan Beach Blvd., Redondo Beach, CA 90278.

B. In response to the RFP, Contractor submitted its proposal dated October 29, 2014 ("Proposal"), and represents that it is qualified and able to perform the services ("Services") required by this Agreement.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows:

Section 1. Incorporation of Proposal and RFP. A copy of Contractor's Proposal is attached hereto as Exhibit A and incorporated herein by this reference. The RFP is also incorporated herein by this reference. In the event of any conflict between the provisions of the RFP or Proposal and this Agreement, the provisions of this Agreement shall control. In the event of any conflict between the provisions of the RFP and Contractor's Proposal, the provisions of Contractor's Proposal shall control.

Section 2. Contractor's Services. Contractor shall perform the Services described in Exhibit A in a manner satisfactory to City and consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 3. Term of Agreement. This Agreement shall apply to services rendered on or after November 18, 2014, 2014, and shall terminate when the work is completed, unless sooner terminated by the City.

Section 4. Time of Performance. Contractor shall commence its services under this Agreement upon receipt of a written notice to proceed (NTP) from City. Contractor shall complete the Services within thirty (30) days of the date of the NTP.

Section 5. Compensation.

(a) City agrees to pay Contractor in accordance with the fee schedule included in the Proposal. In no event shall the Contractor be paid more than \$ 122,738.00 during the term of this Agreement.

(b) Unless expressly provided for in Exhibit A, Contractor shall not be entitled to reimbursement for any expenses. Any expenses incurred by Contractor that are not expressly authorized by this Agreement will not be reimbursed by City.

(c) The City Manager may authorize cumulative increases for additional work up to the lesser of \$20,000 or 10% of the amount set forth in paragraph (a) of this Section 5. Any additional work in excess of this amount shall be approved by the City Council. No payment shall be made for additional work that was not been authorized by the City Manager in writing prior to performance.

Section 6. Method of Payment.

(a) Upon completion of the Services required by this Agreement, Contractor shall submit to City a detailed invoice for the Services. The invoice shall describe in detail the Services rendered, and shall state that all Services set forth in the Proposal have been completed, and that the standard specified in Contractor's warranty for the bacteria plate count and coliform level has been achieved. Contractor shall attach to the invoice a certified copy of the test results, demonstrating that the required bacteria plate count and coliform level has been achieved, and any other supporting documentation reasonably requested by City's Utilities Manager. The invoice shall be signed by an officer of Contractor.

(b) Within five (5) working days of receipt of the completed and signed invoice and supporting documentation, the City shall review the invoice and supporting documentation, inspect the site, and verify that the Services have been performed as required by this Agreement. Within 30 days of such verification, City shall pay all undisputed amounts included on the invoice.

Section 7. Independent Contractor. The Parties agree, understand, and acknowledge that Contractor is not an employee of the City, but is solely an independent contractor. Contractor expressly acknowledges and agrees that City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance or other employee benefits and that any person employed by Contractor shall not be in any way an employee of the City. As such, Contractor shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers' compensation and unemployment insurance and that of his/her employees or subcontractors. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall indemnify and hold harmless City and its elected officials, officers and

employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Contractor's personnel practices. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6.

Section 8. Assignment. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written approval of City. Any attempt by Contractor to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

Section 9. Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. The Terms of Compliance with California Labor Law Requirements is attached hereto and incorporated herein by this reference. Eight hours of labor constitutes a legal day's work.

Section 10. Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required to perform the Services under this Agreement. All personnel engaged in the work shall be qualified to perform such Services.

Section 11. Permits and Licenses. Contractor shall obtain and maintain during the term of this Agreement all necessary licenses, permits, and certificates required by law for the provision of the Services, including a business license.

Section 12. Debarred, Suspended or Ineligible Contractors. Contractor shall not be debarred throughout the duration of this Agreement. Contractor shall not perform work with any debarred subcontractor pursuant to California Labor Code Section 1777.1 or 1777.7.

Section 13. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to this Agreement.

Section 14. Contractor's Representations. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.

Section 15. Interests of Contractor.

(a) Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services, or which would

conflict in any manner with the performance of the Services. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest, which would conflict in any manner with the performance of the Services. Contractor shall not accept any employment or representation during the term of this Agreement which is or may likely make Contractor "financially interested" (as provided in California Government Code §§ 1090 and 87100) in any decision made by City on any matter in connection with which Contractor has been retained.

(b) Contractor further warrants and maintains that it has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement. Nor has Contractor paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, gift, percentage, or any other consideration contingent upon the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, at its sole and absolute discretion, to terminate this Agreement without further liability, or to deduct from any sums payable to Contractor hereunder the full amount or value of any such fee, commission, percentage or gift.

(c) Contractor warrants and maintains that it has no knowledge that any officer or employee of City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Contractor at any time during the term of this Agreement, Contractor shall immediately make a complete, written disclosure of such interest to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws as described in this subsection.

Section 16. Insurance.

(a) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. A policy or policies of Comprehensive General Liability Insurance with coverage at least as broad as Insurance Services Office form CG 00 01, with minimum limits of \$2,000,000 for each occurrence and general aggregate, combined single limit, against any personal injury, death, loss, or damage, including without limitation, blanket contractual liability, and a \$2,000,000 completed operations aggregate.

2. A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of \$1,000,000 per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the Services required by this Agreement.

3. Workers' compensation insurance as required by the State of California, and Employer's Liability insurance with limits of at least \$1,000,000 for

Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code.

4. A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of \$2,000,000 per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by City. Further, Contractor agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials, are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no limitations on the scope of protection afforded to City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials which are not also limitations applicable to the named insured.

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

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

4. Each insurance policy, except for the professional liability policy, required by this clause shall expressly waive the insurer's right of subrogation against City and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials.

5. Each insurance policy required by this Agreement shall be endorsed to state: should the policy be canceled before the expiration date, the issuing insurer shall mail 30 days' prior written notice to the City.

6. If insurance coverage is canceled or reduced in coverage or in limits, Contractor shall within two business days of notice from insurer, phone, fax and/or notify the City via first class mail, postage prepaid, of the changes to or cancellation of the policy.

(c) The City's Risk Manager may, in writing, amend and/or waive any or all of the insurance provisions set forth herein. In such case, the Contractor shall comply with the insurance provisions required by the City's Risk Manager.

(d) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A-;VII in the latest edition of Best's Insurance Guide, unless waved in writing by City's Risk Manager.

(e) Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

(f) All insurance coverages shall be confirmed by execution of endorsements on forms approved by City. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before services commence. As an alternative to City forms, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

(g) Any deductibles or self-insured retentions must be declared to and approved by City.

(h) Contractor shall require each of its sub-contractors (if any) to maintain insurance coverage that meets all of the requirements of this Agreement.

Section 17. Indemnification.

(a) Contractor's Duty. To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold free and harmless the City, its elected officials, officers, employees, volunteers, agents, successors, assigns, and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of or incident to any act, failure to act, error or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, material suppliers, or their officers, agents, servants or employees, arising out of the Agreement, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). Further, Contractor shall appoint competent defense counsel approved by the City Attorney at Contractor's own cost, expense and risk, to defend any and all such Claims that may be brought or instituted against Indemnitees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. Contractor shall reimburse Indemnitees for any and all

legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable.

(b) Civil Code Exception. Nothing in the paragraph above this one shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code section 2782(a) or the City's active negligence to the limited extent that the underlying Agreement is subject to Civil Code section 2782(b).

(c) Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

(d) Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

(e) Survival. The provisions of this Section 17 shall survive the termination of this Agreement and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against a Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision

Section 18. Termination.

(a) City shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon the Contractor written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends only a portion of this Agreement, such suspension shall not make void or invalidate the remainder of this Agreement.

(c) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Contractor, Contractor shall be paid based on

the percentage of work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

Section 19. City's Responsibility. City shall provide Contractor with all pertinent data, documents, and other requested information as is available for the proper performance of Contractor's Services.

Section 20. Information and Documents.

(a) Contractor covenants that all data, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, the City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) All Data required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused or otherwise disposed of by City without Contractor's permission.

(d) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit said books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of 3 years after receipt of final payment.

(e) Contractor's covenants under this Section shall survive the termination of this Agreement.

Section 21. Default

(a) Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it shall not be considered a default.

(b) If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

Section 22. Changes in the Services. City shall have the right to order, in writing, changes in the Services or the services to be performed. Any changes in the Services requested by Contractor must be made in writing and approved by both Parties.

Section 23. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to this section.

If to City: City of Manhattan Beach
3621 Bell Avenue
Manhattan Beach, California 90266
Attn: Raul Saenz, Utilities Manager

With a copy to: City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Attn: City Manager

If to Contractor: General Pump Company
159 N. Acacia Street
San Dimas, California 91773
Attn: Mike Bodart

Section 24. Attorneys' Fees. If a party commences any legal, administrative, or other action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to have and recover from the losing party all of its attorneys' fees and other costs incurred in connection therewith, in addition to such other relief as may be sought and awarded.

Section 25. Entire Agreement. This Agreement represents the entire integrated agreement between City and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Contractor.

Section 26. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 27. Venue. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Manhattan Beach.

Section 28. City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than Contractor.

Section 29. Third Party Claims. City shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time.

Section 30. Construction. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.

Section 31. Non-waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the City of any payment to Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

Section 32. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 33. Corporate Authority. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by their execution, the Parties are formally bound to the provision of this Agreement.

Section 34. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

Section 35. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

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EXECUTED on the date first written above at Manhattan Beach, California.

CITY OF MANHATTAN BEACH:

General Pump Company Inc

MARK DANAJ
City Manager

[Signature]

Name: *Michael Bodart*

ATTEST:

Title: *Director of Engineering*

LIZA TAMURA
City Clerk

APPROVED AS TO FORM:

QUINN M. BARROW
City Attorney

EXHIBIT A
CONTRACTOR'S PROPOSAL



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

October 29, 2014

City Manhattan Beach
City Clerk
1400 Highland Avenue
Manhattan Beach, California 90266

***Subject: RFP 1010-15, Contract Services for Well 11A Rehabilitation
Due Wednesday, October 29, 2014 @ 11:00 AM***

General Pump Company has been redeveloping wells in Southern California for over sixty (60) years. For this proposal, we have teamed up with Hercchemtech. General Pump has many hours of investigation behind our Proposal. General Pump Company is the only full service well and pump company in Southern California that employs engineers and T2 operators to perform evaluations and treatments to our Customers' wells.

Our Proposal combines chemicals with mechanical development. This process is substantially more expensive; however, this redevelopment process will allow us to clean the pump equipment, open the perforations, break up and unplug the gravel pack, and force the chemicals in each zone with the use of a dual swab. AirBurst® is the most effective and widely accepted and is used to open the slots and stimulate the filter pack. This development tool is used just prior to the injection of the chemicals. General Pump Company has more experience using this tool than all of our Southern California competitors combined. Because this process will clean not only the surface of the well, but also deep into the surrounding filter pack, we would expect the plate count to be very high.

Assumptions

1. The City will supply a 750 gpm water supply at no cost.
2. All extracted water will be neutralized and pumped through the existing pipeline to a destination determined by the City.

Warranty

If after continuous pumping (at the well pump's design rate), the plate count does not continue to drop and reach an acceptable level per the State of California Health Services and pass the total coliform presence test, General Pump will perform an onsite treatment at a cost of 50% of the prescribed amount. If the pump is operated a minimum of eight (8) hours a day and is tested in a continuous operation (run more than two hours) and fails to pass a bacteria test within twelve (12) months of our original treatment, we will perform the same onsite treatment at a cost



reduction of 50% as described. The onsite treatment consists of *Items 7-9 and Item 13*. The Bid cost is \$68,560. Therefore with the 50% reduction your cost would be \$34,280.

Cost

• <i>Task 1 – Assess Water Quality Records</i> General Pump Company and Hercchemtech have reviewed and discussed the issue with other groundwater experts (see attached biography for LeRoy Palmer).	\$ 850.00
• <i>Task 2 – Propose Chemical Treatment (Refer to attached Detailed Bid Specs - (Items 1-15))</i>	\$ 90,048.00
• <i>Task 3 – Propose Well Casing and Aquifer Mechanical Rehabilitation (As prescribed in Items 5, 6 & 13)</i>	\$ 22,940.00
• <i>Task 4 – Provide On-Site Chemical and Work Site Safety Plans</i>	\$ 700.00
• <i>Task 5 – Provide NPDES Compliance</i>	<u>\$ 8,200.00</u>
Total Cost	\$122,738.00

Note: Per Page 6, Task 3, #2 of Bid - "The proposed chemical treatment and mechanical rehabilitation must achieve a zero bacteria plate count and non-detect total coliform presence in the finished water after the work is completed" is superseded by our warranty statement. Because there are no sterile wells that exist in the world, we should expect some bacteria in our test. The key is to clean the well and operate within the State Health Department requirements.

Michael Bodart

Michael Bodart
Director of Engineering

City of Manhattan Beach

Detailed Specifications

Well 11A was pulled in 1995 and put in service in 1996. The well is constructed with a stainless steel wire wrap screen 19-3/8" ID; set from 217' – 298' and 378' – 429'. Due to high bacteria counts and coliform positive samples after numerous chlorinations, we plan to perform well redevelopment including a strong chemical treatment as prescribed by Hercchemtech. The pump equipment was recently overhauled along with the motor; therefore, we are not expecting the pump to need repairs.

- | <u>Item</u> | <u>Description</u> |
|-------------|---|
| 1 | Mobilization and demobilization |
| 2 | Pull motor and 322' pump. Column assembly is 12" x 3" x 1-15/16". Remove 2" x 212' of 2" access pipe and 1/4" Dekron stainless steel airline. |
| 3 | Haul pump equipment to your yard and document each piece of equipment with digital photos. All equipment is to be pressure washed at 170° F. Shafts are to be polished and balanced. <i>Photos</i> are to be submitted <i>before and after</i> the cleaning of the pump equipment. The motor was recently repaired and should be stored on site in the pump house building. Bidder must have a repair facility within 60 miles of the project site. |
| 4 | Video Log the well and perform static spinner. Work to be performed by Pacific Surveys. |
| 5 | Nylon brush and bail well (18 Hrs.) |
| 6 | AirBurst® or boreblast perforated zones (two shots/foot @ 2000 psi) |
| 7 | Chemical treatment (see attached for details) – no exceptions. |
| 8 | Furnish, install, and remove 20,000-gallon baker tank(s) and associated piping as needed to store the discharge water from the airlift swabbing and treatment phases of the project. |
| 9 | Sample water and test for NPDES compliance; standby for one week for results. |
| 10 | Set up and pump water into the existing pipeline. |
| 11 | Install pump and wire motor. |
| 12 | Perform startup and testing. |
| 13 | Develop well by surging two (2) times per 30 minutes. Monitor sand (PPM) and turbidity. Submit results. Assume 24 hours of testing pumping – 24 Hrs. |
| 14 | Assist City in sampling water for bacteria testing. |
| 15 | Clean Site and reinstall roof hatch. |

Chemical Treatment

The following detailed treatment is specific to the Well-Klean® program developed for this well by Hercchemtech, LLC. The chemistry will be supplied by Hercchemtech (no approved equals).

On-site personnel must be 40-hour Hazmat certified and wear the required protective equipment. Safety equipment must also be on site for the duration of the treatment (shower eye wash station, first aid equipment, and air monitoring device, etc.). A Grade T2 Operator shall manage the treatment phase of this project. The chemicals that will be used for this treatment include; hydrochloric acid, Well-Klean®, glycolic acid, hydrogen peroxide, sodium hypochlorite, neutralizer (caustic soda or soda ash).

Detail Specifications for Well Treatment Summary

- Inject 3960 gallons of 800 ppm blend of hydrogen peroxide.
- Utilizing dual 19.375" swabs, agitate the well screen for 8 hours.
- The chemical shall be injected equally in the screen zones (approximately 30 gallons/foot of screen).
- This chemical shall be removed by dual air swab method. Assume 10 hours to remove treated water. This water is to be neutralized to meet NPDES requirements.
- The water is to be pumped and stored on-site until the Contractor has lab results showing their compliance per the City's NPDES permit. The water is then to be pumped into the existing pipeline.
- Utilizing the dual swab, the Contractor is to blend and inject a combination of chemicals as stated in the Chemical Table shown below. These chemicals shall be purchased from Hercchemtech. Hercchemtech will also be instructing the Contractor on the details for blending and applying the treatment.
- Each zone shall be equally treated with the hydrogen peroxide and Well-Klean® preblend per the attached detailed specifications.
- The Contractor shall allow the chemicals to remain in the well 10 hours after the last treatment injection. At this point, the Contractor is to dual air swab the well for 24 hours (three 8- hour days on site). Monitoring and recording of discharge for the pH, hydrogen peroxide, turbidity, and calcium absorption.
- A final disinfection shall take place at the same time the pump is installed. An 8200 gallon blend of 200 ppm sodium hypochlorite and 100ppm glycolic acid shall be pumped into the well followed by 2200 gallons of clean water.
- The pump shall be surged four (4) times and left idle until the next morning.
- Test pumping, monitoring, and bacteria testing (by City) shall be performed per Bid Line Items A11-A13.

Chemical Table

Products	Package	Qty
Well-Klean ® Pipe-Klean Pre-blend – NSF Standard 60 Grade Chemistry	275 gl. Recyclable Totes	3
Hydrogen Peroxide 35% (7 gl. per process) – Replenishing not included	5 gallon 2" bung	1
Sodium Bicarbonate	50 lb bag	15
Sodium Hypochlorite 12.5%	5 gallon 2" bung	2

Calcium Absorption Test (CAT)

Hercchemtech has determined four (4) zones (200', 290', 380, and 420') to be tested for calcium absorption. Hercchemtech will supply the test kit with instructions on how to perform the test. Results of the test are to be submitted to Hercchemtech the same day of the testing. The results of the CAT will be evaluated by Hercchemtech to determine if the prescribed treatment process following this test should be altered to improve the treatment results. The Calcium Absorption Test is a definitive method to determine whether the cleaning solution is still active to dissolve scale. This method replaces pH testing whereby pH testing is found to be inaccurate when acidic cleaning solutions become saturated and are no longer active yet the pH may be as low as .5 to 3.0 pH units.

EXHIBIT B

TERMS OF COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Consultant acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Terms for Compliance with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Consultant shall perform all work on the project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
3. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.
5. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.
6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this

Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

8. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

9. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

10. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees,

and other related costs and expenses. All duties of Consultant under this Section shall survive termination of the Agreement.