



AGENDA REPORT

Meeting Date: October 20, 2015
Item Number: E-16
To: Honorable Mayor & City Council
From: Trish Rhay, Assistant Director of Public Works Services,
Infrastructure & Field Operations

Caitlin Sims, Senior Management Analyst

Subject: APPROVAL OF A CHANGE PURCHASE ORDER WITH
GENERAL PUMP COMPANY IN THE AMOUNT OF \$580,583
FOR A NOT TO EXCEED AMOUNT OF \$680,583

Attachments: 1. Agreement # 48-13

RECOMMENDATION

This item is requesting a change order to an existing FY 2015-16 Purchase Order with General Pump Company for \$580,583 for a not-to-exceed amount of \$680,583.

INTRODUCTION & BACKGROUND

On February 19, 2013, City Council approved a three-year agreement with General Pump Company for water well and pump-related maintenance and repair services. The Agreement is for a not-to-exceed amount of \$900,000 and the Agreement terminates on June 30, 2016.

Services provided by General Pump Company through the Agreement include maintenance and repair work for pumps, variable frequency drive units, water piping, well casings, water wells and electrical work. Purchase Orders were issued in FY 2012-13, FY 2013-14, and FY 2014-15 for annual service. Few of these funds were expended due to other high priority projects that took precedence over routine maintenance and repair work at the City's facilities. The work that has been completed to date includes the reconditioning and repair of pumps at the Water Treatment Plant, the replacement of pumps at other sites and well profiling. There is \$580,583 remaining in the Agreement that was carried over as unencumbered funds.

In FY 2015-16, a purchase order for \$100,000 was issued. Staff has developed a schedule to complete additional maintenance and repair work identified in the

Meeting Date: October 20, 2015

Agreement's scope of work, and the existing purchase order is not sufficient to complete this work.

Staff is recommending that the City Council approve a change order to the FY 2015-16 Purchase Order with General Pump Company for \$580,583, for a total not-to-exceed amount of \$680,583 to complete the maintenance and repair work identified in the Agreement scope of work.

FISCAL IMPACT

The additional funds requested, \$580,583, are available as unencumbered funds in the existing Agreement. No additional appropriation is necessary. Staff anticipates expending the remaining funds by June 30, 2016, to complete the work.


Don Rhoads
Approved By


George Chavez
Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
 GENERAL PUMP COMPANY FOR WATER WELL AND PUMP
 RELATED MAINTENANCE AND REPAIR SERVICES

NAME OF CONTRACTOR: General Pump Company

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Michael Bodart, Director of Engineering

CONTRACTOR'S ADDRESS: 159 N. Acacia Street
 San Dimas, CA 91773

CITY'S ADDRESS: City of Beverly Hills
 455 N. Rexford Drive
 Beverly Hills, CA 90210
 Attention: Kevin Watson
 Water Operations Manager

COMMENCEMENT DATE: Upon Notice to Proceed

TERMINATION DATE: June 30, 2016 unless extended pursuant to Section 2

CONSIDERATION: Not to exceed \$300,000.00 per year for the 12 month period commencing upon execution of the Agreement (including applicable taxes) or \$900,000.00 for the term of the Agreement, at the rates as described in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
GENERAL PUMP COMPANY FOR WATER WELL AND PUMP
RELATED MAINTENANCE AND REPAIR SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and General Pump Company (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work" or "Work"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee. The City Manager or his designee may extend the Time of Performance in writing for two additional one year terms or such other term not to exceed two years pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation. CITY agrees to compensate CONTRACTOR for the services and/or goods provides under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses. The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. Unless otherwise provided for herein, CONTRACTOR shall submit to CITY a detailed invoice for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice and acceptance of the Work by CITY, CITY shall pay all undisputed amounts included on the invoice.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. 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.

Section 6. 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 7. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the Work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary federal, state and local licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Standard Specifications. The current CITY Standard Drawings and Specifications for construction related to the water well and pump maintenance and repair project (the "CITY Specifications") are incorporated herein by reference and CONTRACTOR shall provide maintenance and repair services pursuant to those standard drawings and specifications. Additionally, the Work shall be done in accordance with the provisions of the most current edition of "**STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION**" (commonly known as "the GREEN BOOK") including Supplements, prepared and promulgated by the Southern California Chapter of the American Public Works Association and the Associated General Contractors of California, which specifications are hereinafter referred to as the "Standard Specifications" and are incorporated herein by this

reference. In the event of a conflict, the provisions of CITY Specifications shall apply and/or shall supersede, as the case may be, provisions of the Standard Specifications.

Section 11. Special Conditions.

- (a) Storage. CONTRACTOR shall limit storage to the Project area.
- (b) Temporary Structures. CONTRACTOR shall provide all temporary structures, measures, apparatus and services required to prosecute the Work of this bid package.
- (c) Utilities. All utility service and building system connections or required interruptions shall be coordinated in advance with CITY.

CONTRACTOR shall verify the location of all underground utilities and services before proceeding with excavation work, requesting in advance the services of inspectors from the utility companies in order to ascertain said locations. Damage to underground utilities resulting from neglect on the part of CONTRACTOR shall be corrected and paid for by CONTRACTOR.

CONTRACTOR shall notify all owners of public utilities 48 hours in advance of excavating around any of their substructures, and shall also provide the same notice to Underground Service Alert of Southern California, Telephone No. 1-800-422-4133. Upon request, the City Engineer will furnish CONTRACTOR a list of the various offices and numbers to call.

(d) Trash Removal. Rubbish, debris, waste, dust or surplus materials, shall not be allowed to accumulate and shall be removed continuously and disposed of by the VENDOR as the work progresses. If necessary, the CITY may elect, upon written notice to the VENDOR, to perform cleanup, the cost for which will be deducted from the Agreement amount.

(e) Drawings, Warranties and Service Manuals. CONTRACTOR shall submit as-built drawings, warranties and service manuals upon completion of the Work. CONTRACTOR shall provide CITY with a one year warranty on materials and workmanship.

(f) Materials and Workmanship. CITY shall have the right to inspect any material used. Material furnished shall be new, complete, ready-for-use and of the latest model, shall not have been used in demonstration or other services and shall have all the usual equipment as shown by its manufacturer's current specifications and catalogs, unless otherwise specified. Equipment, supplies or services that fail to comply with the Agreement requirements regarding design, material or workmanship may be rejected at the option of CITY. Any materials rejected shall be removed from CITY premises at CONTRACTOR's sole expense.

All Work must be approved by CITY. For unsatisfactory Work not corrected, CITY may, at its option, withhold payment for the unsatisfactory Work, deduct the amount from the invoiced amount, have the Work corrected by another contractor at CONTRACTOR's cost and expense or perform the corrective Work with CITY personnel and deduct all costs so incurred by CITY from moneys owed to CONTRACTOR.

(g) License And Permits. Except as provided in this subsection, CONTRACTOR shall obtain and pay for all permits and licenses required by federal, state or local law, rule or

regulation and pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the Work. Costs for obtaining CITY permits required under this Contract will be waived. NOTE: All requirements for obtaining permits (including CITY permits) remain in effect and are not waived; only the costs of CITY permits are waived. For information concerning business licenses required under the Beverly Hills Municipal Code, contact the Beverly Hills Finance Department at (310) 285-2424.

(h) Response Times. CONTRACTOR shall respond within 24 hours to any nonemergency maintenance repair requests from CITY and within two hours for any emergency repair requests.

Section 12. Legal Relations and Responsibility to CITY

(a) Laws To Be Observed. CONTRACTOR shall be knowledgeable of and observe all existing and pending State and national laws and all municipal ordinances and regulations of CITY, which in any manner affect those employed in the Work, or the material used in the Work, or which in any way affect the conduct of the Work, and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. CONTRACTOR shall particularly observe all ordinances of CITY in relation to the obstruction of streets or conduct of the Work, keeping open passageways and protecting the same where they are exposed or dangerous to traffic.

(b) Social Security Requirements. CONTRACTOR shall furnish to CITY satisfactory evidence that he/she and all subcontractors are complying with all requirements of the Federal and State Social Security legislation. CONTRACTOR, at any time on request, shall satisfy CITY that the Social Security and Withholding Tax are being properly reported and paid.

(c) Labor Laws and Prevailing Wages. CONTRACTOR shall comply with and adhere to all applicable labor laws, such as, but not limited to, alien labor, prevailing wages, etc. CONTRACTOR shall comply with the provisions of Sections 1770-1777.5 of the California Labor Code, and Section 7-2 of the Standard Specifications, entitled "Labor."

In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wages applicable to the Work to be done under contract for public improvement. CONTRACTOR shall pay to all employees on the project sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1."

A copy of said documents is on file and may be inspected in the office of the Director of Public Works & Transportation, Room 246, 345 Foothill Road, Beverly Hills, California 90210.

CONTRACTOR shall execute simultaneously with the execution of this Agreement a statement acknowledging obligation to comply with California Labor Law requirements. That statement is attached as Exhibit C and incorporated herein by reference.

(d) Penalties. CONTRACTOR shall comply with Labor Code Section 1775 and shall forfeit, as a penalty to CITY, the sum of two hundred (\$200.00) dollars for each calendar

day or portion thereof during which CONTRACTOR or any subcontractor has paid to any worker employed in the project an amount less than that required by the provisions of the preceding subsection.

(e) Payroll Records. CONTRACTOR's attention is directed to Section 1776 of the Labor Code, relating to accurate payroll records, which imposes responsibility upon CONTRACTOR for the maintenance, certification, and availability for inspection of such records for all persons employed by CONTRACTOR or by the subcontractors in connection with the project. CONTRACTOR shall agree through the Agreement to comply with this section and the remaining provisions of the Labor Code.

(f) Working Hours. CONTRACTOR shall forfeit, as penalty to CITY, the sum of twenty-five (\$25.00) dollars for each worker employed in the execution of the contract by CONTRACTOR or subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, in violation of the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code (Section 1810 et seq.).

(g) Apprentices. Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by CONTRACTOR or any subcontractor. CONTRACTOR and all subcontractors shall comply with the requirements of said sections in the employment of apprentices. Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Department of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

(h) Fair Employment Practices/Equal Opportunity Acts. In the performance of the Work described in this Agreement, CONTRACTOR and every supplier of materials and services shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code Sections 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. §§ 200e-217), whichever is more restrictive.

(i) Registration of Contractors. CONTRACTOR shall at all times possess a valid California Contractor's License Class B or other appropriate license classification under the State Contracting Code.

(j) Patents. CONTRACTOR shall assume all responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices, or processes used on or incorporated in the Work, and shall defend, indemnify, and hold harmless CITY, and each of its officers, agents, and employees from and against any and all liabilities, demands, claims, damages, losses, costs, and expenses, of whatsoever kind or nature, arising from such use.

Section 13. CONTROL OF THE WORK.

(a) Authority of the City Engineer. The City Engineer shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and work performed, as to the manner of performance and rate of progress of the Work, and any and all questions which may arise as to the interpretation of the plans and specifications. The City Engineer shall likewise decide any and all questions as to the acceptable fulfillment of the

contract on the part of CONTRACTOR, and all questions as to claims and compensations. The decision of the City Engineer shall be final and he shall have relative authority to enforce and make effective such decisions and actions as CONTRACTOR fails to carry out promptly.

(b) Protection of the Work. CONTRACTOR shall continuously maintain adequate protection of all work from damage, and CITY will not be held responsible for the care or protection of any material, equipment, or parts of work, except as expressly provided for in the specifications.

(c) Access to Resident Driveways. CONTRACTOR shall notify residents of property adjoining the location of the Work, sufficiently in advance of construction, as of the date when such construction work will start. In case of work requiring excavation of the roadway which may interfere with the use by residents of their driveways, suitable provisions shall be made by CONTRACTOR to make it possible for residents to gain access to their driveways until such time as the exigencies of construction may demand a temporary blocking of said driveways. Efforts shall be made by CONTRACTOR to minimize the duration of said blocking and to notify the residents of this need well in advance, thus allowing them to make suitable arrangements to keep their automobiles elsewhere.

(d) Removal of Interfering Obstructions. CONTRACTOR shall remove and dispose of all debris, abandoned structures, tree roots, and obstructions of any character met during the process of excavation.

(e) Procedure in Case of Damage to Adjoining Work or Private Property. Any portions of adjoining curb, gutter, sidewalk or any other City improvements damaged by CONTRACTOR during the course of construction shall be replaced by CONTRACTOR at CONTRACTOR's expense, free of all charges to CITY.

(f) Avoidance of Dust Nuisance. During the process of breaking, excavating and removing any material from the site of the project and until completion of the Work, CONTRACTOR shall take every precaution to avoid the nuisance of unnecessary dust by using any measures advocated by the City Engineer.

(g) Maintenance of Traffic and Safety Requirement. If CONTRACTOR must perform work in a street right-of-way, CONTRACTOR shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic and safety, and shall take all necessary measures to maintain an adequate traffic flow, to prevent accidents, to protect the site of the Work and to keep streets open and in passable condition for emergency vehicles at all times. During construction CONTRACTOR shall, as far as practicable, keep the project free of rubbish and debris and in as clean a condition as possible.

A suitable width of any intersecting street shall be kept in reasonably good condition for traffic, including the necessary provisions for proper drainage. Should the requirements of construction demand closing the full width of an intersection, such closing shall be allowed only after CONTRACTOR has secured permission from the City Engineer and the duration of the closing must be for the minimum length of time possible. After said permission is granted, CONTRACTOR shall make the necessary arrangements to provide temporary crossings, or to reroute traffic away from said intersection and provide and maintain barriers, guards, directional signs, watchpersons, and lights at all detour points, in order to give adequate warning to the public at all times that the streets are under construction and of the dangerous

conditions as a result thereof. CONTRACTOR shall also erect and maintain such additional warning and directional signs as may be furnished by CITY.

(h) Barriers, Lights, Etc. The above-mentioned barriers, safety lights, warning and regulatory signs, guards, temporary crossovers, and watchpersons shall also be provided and maintained by CONTRACTOR at CONTRACTOR's expense over all portions of the Work during construction and until completion. Provisions shall be made by CONTRACTOR to insure operation of the safety lights throughout the evenings without interruption. No safety lights using the inflammable liquids shall be permitted during the progress of the Work, and only electric battery operated safety lamps will be approved for this purpose.

(i) Removal of Defective or Unauthorized Work. It is the intent of the specifications that only first class work, materials, and workmanship will be acceptable. All work which is defective in its construction or deficient in any of the requirements of the specifications shall be remedied, or removed and replaced by CONTRACTOR in an acceptable manner, and no compensation will be allowed for such correction. Any work done beyond the lines shown on the plans or established by the City Engineer, or any extra work done without written authority will be considered as unauthorized and will not be paid for. Upon failure on the part of CONTRACTOR to comply forthwith with any order of the City Engineer made under the provisions of this paragraph, the City Engineer shall have authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any monies due or to become due CONTRACTOR. If the work is found to be in compliance with these specifications, the City Engineer will furnish CONTRACTOR with a certificate to that effect.

(j) Supervision. All manufactured products, materials, and appliances used and installed and all details of the work done shall at all times be subject to the supervision, test, and approval of the City Engineer or his authorized representatives. The City Engineer or his authorized representatives shall have access to the Work at all times during construction, and shall be furnished with every reasonable facility for securing full knowledge with regard to the progress, workmanship and character of the materials used or employed in the work.

(k) Inspectors. CONTRACTOR shall prosecute Work only in the presence of Inspectors appointed by the City Engineer and any Work done in the absence of said Inspectors will be subject to rejection. All instructions given to CONTRACTOR by such assistants shall be regarded as having been given directly by the City Engineer. CONTRACTOR shall make a written application for an Inspector at least twenty-four (24) hours before his services are required on the work. Whenever the cost of an improvement or the cost of any portion thereof is defrayed from the Gas Tax Funds allocated to CITY by the County of Los Angeles, or by the State of California, Inspectors appointed by the State or County shall likewise be given full access to the site of the Work in order that they may perform their inspection duties efficiently and without interference. The inspection of the Work shall not relieve CONTRACTOR of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good and unsuitable materials rejected, notwithstanding the fact that such defective work and unsuitable materials may have been previously overlooked by the Inspectors and accepted or estimated for payment.

(l) Final Clean Up. Upon completion of the project and before making application to the City Engineer for acceptance of the Work, CONTRACTOR shall clean all the streets and grounds occupied by him in connection with the project, of all rubbish, debris, excess material,

temporary structures and equipment, leaving the entire site of the Work in a neat presentable condition.

(m) Loss or Damage. Any loss or damage arising from any omission or act of CONTRACTOR or any agent or person employed by him or by any action which had not been authorized in the provisions of the specifications, shall be sustained by CONTRACTOR.

Section 14. Warranties. CONTRACTOR shall provide CITY with a one year warranty for parts and labor.

Section 15. Interests of Contractor. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

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, including completed operations, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

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

(3) A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) 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.

(4) Workers' compensation insurance as required by the State of California.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) 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 B+;VII in the latest edition of Best's Insurance Guide.

(d) 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.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit D, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and auto liability insurance shall contain an endorsement naming CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 17. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

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) 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 Scope of Work.

Section 20. Information and Documents. All data, information, documents and drawings prepared for CITY and 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 work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 21. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 3 years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 22. Changes in the Scope of Work. CITY shall have the right to order, in writing, changes in the Scope of Work or the services to be performed. Any changes in the Scope of Work 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 above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 24. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, 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. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material 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.

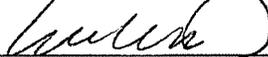
Section 27. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

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. 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.

EXECUTED the 19th day of February 2013, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation



WILLIAM W. BRIEN, M.D.
Mayor of the City of
Beverly Hills, California

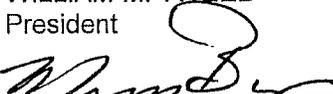
ATTEST:



BYRON POPE
City Clerk (SEAL)

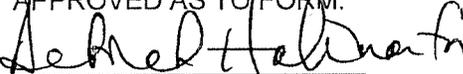
CONTRACTOR: GENERAL PUMP COMPANY

See Attached

WILLIAM M. TWEED
President


MICHAEL G. BODART
Director of Engineering

APPROVED AS TO FORM:

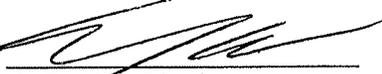


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



JEFFREY C. KOLIN
City Manager


DAVID D. GUSTAVSON
Director of Public Works & Transportation


KARL KIRKMAN
Risk Manager

**MINUTES OF SPECIAL MEETING OF
SHAREHOLDERS AND DIRECTORS
OF
GENERAL PUMP COMPANY, INC.
A California Corporation**

A special meeting of the Shareholders and Directors of GENERAL PUMP COMPANY, INC., a California corporation, was held at 225 South Civic, Suite 2-14, Palm Springs, California, on February 21, 2003 at 10:00 a.m.

The roll call was as follows:

PRESENT: William M. Tweed

ABSENT: None

ALSO PRESENT: John T. Trevino

The meeting was called to order by the President, William M. Tweed, who presided as Chairman and Secretary of the meeting.

The President announced that the meeting was held pursuant to the provisions of the By-Laws.

No objection being made, a reading of the minutes of the last meeting of the corporation was dispensed with and upon motion duly made, seconded and unanimously carried, the same were approved without reading.

The President stated that the first order of business was to approve signing authority of Mr. William M. Tweed, as President and Secretary, or Michael G. Bodart, as Director of Engineering, or Geoffrey A. Bates, as Project Manager/Hydrogeologist, on bids, bid bonds and contracts to a maximum value of two million dollars each occurrence.

Upon motion duly made, seconded and unanimously carried, the following resolution was adopted:

RESOLVED, that the corporation approves the authority of William M. Tweed, Michael G. Bodart and Geoffrey Bates as representatives of GENERAL PUMP COMPANY, INC., to sign bids, bid bonds and contracts up to a maximum of two million dollars each occurrence.

The President stated that the corporation needed to purchase two new pick-up trucks for general business use.

Upon motion duly made, seconded and unanimously carried, the following resolution was adopted:

RESOLVED, that the corporation approves the purchase of two new pick-up trucks for general business use.

There being no further business to come before the meeting, said meeting was adjourned.



William M. Tweed, Chairman

ATTEST:



William M. Tweed, Secretary

EXHIBIT A

SCOPE OF SERVICES

CONTRACTOR shall provide CITY with water pump and well maintenance services at all CITY well and pumping station facilities as directed by CITY. Such services shall include, but not be limited to:

Removing and reinstalling pumps and any piping;

Replacing and/or repairing pumps and/or motors;

Video logging;

Swabbing and wire brushing water well casings;

Repairing water well casings;

Cleaning the perforations that allow the water to enter the well from the aquifer, video logging before and after the cleaning process, cleaning the surrounding gravel pack or using air burst technology, and swabbing. Pumping out and properly disposing of debris that is removed from the perforations and well casings.

Performing water well electrical repair;

Conducting semi-annual vibration analysis;

Conducting alignment checks;

Repairing and replacing Variable Frequency Drive units;

Preparing detailed maintenance and cost break down reports in hard copy and electronic format for each repair and/or analysis for each piece of equipment at each site at the direction of the Director of Public Works or his designee;

Recommending future upgrades and/or improvements;

Recommending preventive maintenance program for each piece of equipment at each site.

EXHIBIT B

HOURLY RATES AND COSTS

CITY shall pay CONTRACTOR an amount not to exceed Three Hundred Thousand Dollars (\$300,000) per year for the 12 month period commencing upon execution of the Agreement not to exceed Nine Hundred Thousand Dollars (\$900,000) over the term of the Agreement. CONTRACTOR shall furnish all materials, supplies, equipment or services set forth herein at the rates indicated below:

- | | | |
|-----|--|---------------------------------------|
| 1. | 2 Man crew and pump rig | <u>\$ 210.00/hour</u> |
| 2. | 3 man crew and pump rig | <u>\$ 240.00/hour</u> |
| 3. | Rotary crane and 1 man crew | <u>\$ 169.00/hour</u> |
| 4. | Rotary crane and 2 man crew | <u>\$ 199.00/hour</u> |
| 5. | Service truck and field serviceman | <u>\$110.00/hour</u> |
| 6. | Service truck 2 man crew | <u>\$140.00/hour</u> |
| 7. | Flatbed truck and driver | <u>\$ 65.00/hour</u> |
| 8. | Additional helper | <u>\$ 35.00/hour</u> |
| 9. | Control and instrumentation specialist | <u>\$124.00/hour</u> |
| 10. | Shop labor | <u>\$ 88.00/hour</u> |
| 11. | Overtime – addition to above rates | <u>\$ 52.00/hour</u> |
| 12. | Wire brush or swab rental | <u>\$ 200.00/Each</u> |
| 13. | Video log service color dual camera | <u>\$ 900.00/Each</u> |
| 14. | Labor – portal to portal | <u>\$ 80.00/hour</u> |
| 15. | Electrician | <u>\$ 119.00/hour</u> |
| 16. | Vibration Analysis (including written report) | <u>\$ 119.00 per pump/semi-annual</u> |
| | Reservoir 6 | 2 pumps |
| | Reservoir 5 | 2 pumps |
| | Reservoir 4B | 2 pumps |
| | Greystone Reservoir | 2 pumps |
| | Sunset Reservoir | 2 pumps |
| | Woodland Reservoir | 2 pumps |
| | Green Acres Reservoir | 2 pumps |
| | Reservoir 3A | 4 pumps |
| 17. | Alignment checks and realignment of each pump if necessary as listed above (including written report): | <u>\$150/Per each pump /annual</u> |

Markup: CONTRACTOR shall bill CITY not more than 20% plus actual costs for equipment and parts and shall provide proof of actual costs to CITY.

CONTRACTOR shall perform the following work to be scheduled by CITY in the following amounts for Well No. 6.

Well #6	Total not to exceed Amount
➤ 460V Submersible Motor – 4-Pole, 1750 rpm, 60 HP Hitachi	\$ 19,500.00
➤ 350 GPM @ 400' TDH Bowl with Stainless Steel Impellers (Hydroflo)	5,300.00
➤ Motor Coupling -	Included
➤ Motor to Pump Adapter	Included
➤ Splice Kit	150.00
➤ 6" x 20' Epoxy Lined and Coated T & C pipe (22 Joints @ \$940/Ea)	20,680.00
➤ 6" Check Valve (2 @ \$740/Ea)	1,480.00
➤ Two-Part Epoxy for Submersible Motor	220.00
➤ ¼" Stainless Steel Dekron Airline**	1,050.00
➤ Transducer (Includes Cable and Transducer)	1,320.00
➤ Motor Freight	Included
➤ Check Valve Freight	Included
➤ 8" x 6" Bushing and Coupling	150.00
➤ Epoxy Touch Up Kit	120.00
➤ Load @ Shop	240.00
➤ Pull Pump	5,000.00
➤ Unload @ Shop	120.00
➤ Paint Motor	Included
➤ Make Splice @ Shop	200.00
➤ Miscellaneous Shop Labor	200.00
➤ Load Pump, Motor, Cable and Column	150.00
➤ Install Pump	5,000.00
➤ Demobilize @ Shop	60.00
➤ Per Diem to Pull	Not Needed
➤ Per Diem to Set	Not Needed
➤ Perform System Startup and Electrical Wiring	650.00
➤ Video Log of Well Casing	900.00
➤ Water Systems Engineering Lab Analysis	400.00
➤ AirBurst®	4,900.00
➤ Swab and Airlift (Tanks not included)	4,100.00
➤ Sales Tax	<u>Included</u>
Total	\$ 71,890.00

** CONTRACTOR quotes Dekron Rubber-Jacketed Stainless Steel Airline, which will protect well and pump dissimilar metals.

CITY have the option of purchasing Stilling Tubes at the following rates: – 1" Sch. 40 PVC Flush Thread @ \$2.50/Ft, 1" Sch. 40 304 SS Threaded Pipe @ \$6.65/Ft; (22) 1" SS Threaded Couplings @ \$5.95/Ea.

In connection with the labor for Well No. 6 CITY shall pay CONTRACTOR at the following hourly rates:

- Shop Labor cost used is \$88/Hr.
- Field Labor included an Electrician @ \$119/Hr. and Two Men & Rig @ \$210/Hr.

- Swab & Airlift – Two Men & Rig; 600cfm Compressor @ \$375/Hr.

All prices shall be F.O.B. destination Beverly Hills, California; and delivery to any point within Beverly Hills shall be without additional charge.

EXHIBIT C

STATEMENT ACKNOWLEDGING OBLIGATION TO COMPLY

WITH CALIFORNIA LABOR LAW

[Labor Code § 1720, 1773.8, 1775,
1776, 1777.5, 1813, 1860, 1861, 3700]

I, the undersigned Contractor, certify that I am aware of and will fully comply with the following provisions of California law:

Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Agency") and agrees to be bound by all provisions thereof as though set forth in full herein.

Contractor agrees to comply with the provisions of California Labor Code Section 1773.8 which require the payment of travel and subsistence payments to each worker needed to execute the work, to the extent required by law.

Contractor agrees to comply with the provisions of California Labor Code Section 1774 and 1775 concerning the payment of prevailing wages to workers and the penalties for failure to do so. Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day or portion thereof, for each worker paid less than the prevailing rates, as determined by the Director of Industrial Relations, for the work or craft in which the worker is employed for any public work done under the contract by Contractor or any subcontractor.

Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make those payroll records available for inspection as provided by Section 1776, and (3) inform the Agency of the location of the records. Contractor is responsible for compliance with Section 1776, by itself and all of its subcontractors.

Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and Contractor further agrees that Contractor is responsible for compliance with Section 1777.5 and for the compliance of all of its subcontractors.

Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or by any subcontractor for each calendar day during which such worker was required or permitted to work more than 8 hours in any one calendar day or 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

California Labor Code Sections 1860 and 3700, provide that every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor 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 worker's 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."

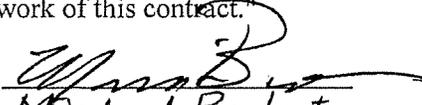
Date: 2/12/13 Signature: 
Michael Bodart
General Pump Company Inc

EXHIBIT D
CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below :

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

A.
B.
C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY					
	<input type="checkbox"/> GENERAL LIABILITY					
	<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS					
	<input type="checkbox"/> BLANKET CONTRACTUAL					
	<input type="checkbox"/> CONTRACTOR'S PROTECTIVE					
	<input type="checkbox"/> PERONAL INJURY					
	<input type="checkbox"/> EXCESS LIABILITY					
	<input type="checkbox"/> WORKER'S COMPENSATION					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days' written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance 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.

DATE : _____ BY : _____

 Authorized Insurance Representative
 TITLE : _____
 AGENCY : _____ Address : _____
