

CITY OF POMONA
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 3rd day of August 2026, by and between the City of Pomona, a California charter city and municipal corporation organized under the laws of the State of California with its principal place of business at 505 South Garey Avenue, Pomona, California 91766, County of Los Angeles, State of California ("City") and Well Tec Services, Inc., a California Corporation with its principal place of business at ~~531 Edgar Avenue, Beaumont, CA 92223~~ ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing potable water well rehabilitation services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the Potable Water Well No. 23 Rehabilitation, CIP 95097, project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional potable water well rehabilitation maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from August 3, 2026, to August 1, 2027, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Chris Diggs, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his designee.

3.2.5 Contractor's Representative. Contractor hereby designates Mike Rentz, President, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards

generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of Five Hundred Dollars (\$500.00) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend,

indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business

Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Los Angeles Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor

to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City of Pomona, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Pomona, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks,

confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data,

documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.15 Work Sites.

3.2.15.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.2.15.3 Hazardous Materials and Differing Conditions. Except as set forth in the Special Conditions or Specifications, should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substance and hazardous materials as defined in California state or federal law at the Site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.2.17 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of

acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed, Three Hundred Sixteen Thousand Two Hundred Eighty-Three Dollars and Sixty-Four Cents (\$316,283.64), without written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.3.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Since the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable “public works” or “maintenance” project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Well Tec Services
531 Edgar Avenue
Beaumont, CA 92223
ATTN: Mike Rentz, President

City:

City of Pomona
752 West Commercial Street
Pomona, CA 91768
ATTN: Chris Diggs, Water Resources Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, 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 survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease

of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF POMONA AND WELL TEC SERVICES, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 3rd
day of August 2026.

CITY OF POMONA

Approved By:

Anita D. Scott
City Manager

Approved as to Form:



Best Best & Krieger LLP
for City Attorney

Attested By:

City Clerk

WELL TEC SERVICES, INC.

(TWO SIGNATURES, PRESIDENT OR VICE
PRESIDENT AND SECRETARY OR
TREASURER REQUIRED)

By: Mike Rentz

Its: President

Printed Name: Mike Rentz

By: _____

Its: _____

Printed Name: _____

802369

Contractor's License Number and
Classification

1000018493

DIR Registration Number

EXHIBIT "A"

SCOPE OF SERVICES

The scope of services included herein is for the complete rehabilitation of potable water Well No. 23, including brushing, bailing or airlifting, video survey, cleaning, chemical treatment, redevelopment, pump testing and design, and startup and disinfection.

Project Management:

- Upon receipt of a written notice to proceed from the City, a kick-off meeting shall be held with City staff to review the overall scope of the Project. The meeting shall include a discussion of the team member roles and responsibilities, Project background and goals, schedule, communication protocols, and anticipated tasks and deliverables.
- Contractor shall seek input and provide regular updates to City. This includes closely tracking the Project budget and schedule. All correspondence shall be directly with the City's Project Manager.
- The work to be completed consists of furnishing all materials, instruments, equipment, tools, labor and incidentals as required in the specifications and contract documents for the Project.
- Contractor is responsible for all removal, transport, and disposal of waste material from the rehabilitation and pump replacement operations. No dumping or stock piling of these materials will be allowed.
- Upon completion of the Project, Contractor shall ensure all debris including, but not limited to, metal scrap, food wrappers, dunnage, rags, cans, bottles, paper, cardboard, sacks, and lumber shall be removed from the jobsite and taken to a licensed dumpsite.
- Contractor shall maintain the job site in a clean and safe condition during and after the performance of Service. Any damage to City property caused by Contractor shall be promptly repaired at the Contractor's expense. All associated equipment shall be removed from the job site by the completion of the Project, and the job site shall be returned to its original condition.

Project Assumptions

- Potable Water Well No. 23 is located in Pomona, CA.
- The well is currently without a pump and motor assembly. Those were removed by City to prepare the well for the rehab work.
- Project work hours shall take place from 7:30 a.m. to 4:00 p.m.
- Once the City issues the Purchase Order for the Project, work may begin and shall be completed within agreed upon schedule.
- At the end of each workday, the contractor shall clean up the work area and adjacent areas, including sidewalks, walkways, driveways, etc. Storage of equipment or materials within the public right-of-way is not permitted.
- A detailed project schedule for City review shall be distributed at the kick-off meeting.
- The schedule shall include all major activities, milestones, stationing, durations, etc. Revised schedules shall be submitted when the Contractor's activities differ or are expected to differ from the current schedule.
- Prevailing Wage/Certified Payrolls: Contractor shall submit copies of the weekly certified payroll reports for all workers employed on this Project. Provide the anticipated

workforce job classifications and hourly salary rates at the start of the project, and anytime there is a change.

- City shall provide the following data to the Contractor:
 - (1) Casing Inspection Thickness Measurement Results
 - (2) Remote Eddy-Current Results
 - (3) [Well No. 23 Pre-rehab video survey](#)

Well Rehabilitation

Brush and Bail: Mechanically remove bio-film/corrosion (nodules) in the well casing. Brush and bail (using a spudder rig) by means of a spiral nylon, or wire if condition of the casing permits use, brush assembly designed specifically for this application (bristles on the tool must remain aggressive on the casing, as conditions of casing permit), and as approved by City.

Contractor shall brush the well casing at the rate of approximately 20 minutes per 20' intervals; and for eight hours a day, for three continuous days.

After brushing is completed, accumulated sediment and all debris shall be removed from the bottom of the well as completely as is considered practical to a maximum approximate depth using a bailer (or airlifting).

Well-jetting and bailing: Potable water well-jetting services. Water jetting of the casing is to be completed if conditions require such services, and the casing can withstand such treatment.

After well-jetting is completed, accumulated sediment and all debris shall be removed from the bottom of the well as completely as is considered practical to a maximum approximate depth using a bailer (or airlifting).

Post-well jetting and bailing video survey No. 1: To be completed by Contractor after well jetting and bailing work, but when visibility is clear. Contractor shall provide to City color video log surveys (MP4 file), with a detailed report of findings, for the entire length of the well. All videos shall be clearly visible. If visibility is poor, contractor shall use NSF 60 certified additives to settle out particles to obtain a clear video of the well casing and perforations, and the Contractor shall re-run video survey at their own expense.

Chemical Treatment and Bailing: The approved cleaning agents should be National Sanitation Foundation (NSF)/American National Standards Institute (ANSI) Standard 60-certified for drinking water treatment chemicals.

The following recommendations have been provided by Johnson Screens for Well No. 23. The cleaning agents shall be added to the well per the manufacturer's recommended process and procedures. Contractor shall plan for mixing and introduction shall be discussed with City and chemical supplier prior to the start of any chemical treatment.

The well shall be treated with a solution of NuWell-120 Liquid Acid in combination with NuWell-310 Bioacid dispersant. The NuWell-310 increases the acid's capability to effectively remove the mineral scale and any biological material. The NuWell-310 will also reduce the crowding that occurs on the reactive surface by keeping material in suspension and increasing acid activity at the molecular level. In addition to the above NuWell-310 acts as an inhibitor to protect the well materials and tooling during the well cleaning process. The NuWell-400 will help with deeper penetration of the chemistry into the formation for better cleaning.

The treatment volume has been calculated based on the input data, and also keeping in mind the need to treat the well casing, gravel pack, and formation using appropriate chemicals and their concentrations at a cleaning pH level of 3 or less during the treatment process. Chemicals are to be blended on the surface and introduced evenly into the well. Effective cleaning of the well is achieved by pushing the treatment fluids into the formation and allowing the treatment fluids to react with the well blockage. If deemed necessary, physically clean the inside of the well by removing any loose scale deposits.

A solution of 40% of the total treatment volume of clean, potable water ($400 \times 0.4 = 2196$ gallons) should be used to mix with the recommended treatment chemicals in the tank on the surface. The mixing tank should have a capacity of at least 20% greater than the volume of solution to be mixed in the tank in order to avoid spilling during the mixing and transfer or the chemicals can be mixed in multiple batches. Blend the acid into the water (not the water to acid); then add the NuWell-310 Bioacid dispersant and NuWell-400 non-ionic surfactant, again and blend thoroughly.

Place 75% of the cleaning solution across the screen section by spotting it with a double surge block and swabbing the solution into the screen. Also wash the casing with the cleaning solution in the well to help clean the upper non-wetted portion of the casing.

Check the pH at 0.5-to-one-hour intervals especially in the beginning to be able to maintain a minimum pH of 3.0 in the cleaning solution in the well. If the pH rises above 3, add approximately half of the remainder of the cleaning solution to the well. After about 8-10 hours, spot the remainder of the acid solutions in the screen section and work it into the formation. Allow the solution to remain in the well for a minimum period of 12 to 24 hours.

The well should be periodically swabbed to move the cleaning fluids into the formation to facilitate cleaning. Use deliberate stroking to push volumes of cleaner into the area outside the screen. Occasionally check the pH of the treatment solution and add an additional quantity of acid whenever needed to maintain the pH near 3.

After the cleaning solution has worked in the well for at least 24 hours, pump the acid to a waste-holding area and neutralize it prior to discharge.

Bail and dispose of all debris from the bottom of the well. Swabbing and airlifting efforts shall be at 30 minutes per zone, in a downward pass and upward pass sequence. Efforts shall achieve less than 100 NTUs of water clarity when complete, City to verify when achieved.

Bailing: accumulated sediment and all debris shall be removed from the bottom of the well as completely as is considered practical to a maximum approximate depth using a bailer (or airlifting).

Optional Chemical: If the well shows sign of mechanical blockage due to sediment infiltration or if the produced water is exhibiting elevated occurrence of very fine sand, silts, and clays. Then Johnson Screens also recommends that after a well has been thoroughly cleaned, and all of the cleaning fluids have been removed, the well be redeveloped using NuWell-220 Clay Dispersant. NuWell-220 can be swabbed into the formation for 2 to 12 hours to remove clays and fines, especially in older wells that have either not been properly developed or that fines are migrated due to disintegration of the formation. Contractor shall consult with City before moving forward with this optional recommendation.

Post-chemical application and bailing video survey No. 2: To be completed by Contractor after chemical application and bailing work has been completed; and when visibility is clear. Contractor shall provide City color video log surveys (MP4 file), with a detailed report of findings,

for the entire length of the well. All videos must be clearly visible. If visibility is poor, Contractor shall use NSF 60 certified additives to settle out particles to obtain a clear video of the well casing and perforations, and the Contractor shall re-run video survey at their own expense.

Well Name	Use	Treatment Volume	Mixing Volume
Well No. 23	Municipal/Industrial	5490 gal	2196 gal

Chemical Treatment Options

NW-120 Liquid Acid	370 gal
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Other Supporting Treatment Options (as needed)

NW-310 Bioacid Dispersant	145.0 gal
NW-400 Non-Ionic Surfactant	10.0 gal
NuWell-220 Clay Dispersant	

NPDES Permit Compliance- Discharge To Storm Drain Or Waters Of The U.S.

All solids generated during the well-rehabilitation process shall be contained on-site in appropriate containers. The solids shall be disposed of at a pre-approved site and proof of proper disposal shall be submitted.

Suspended solid matter shall be separated from the discharge water prior to disposal. Discharge point will be determined on a case-by-case basis and shall be determined after factoring in the discharge's affect on traffic control and safety, public nuisance, hydraulic loading of storm drain system and the weather. City shall coordinate with the Contractor on the appropriate discharge location prior to commencement of rehabilitation work.

After a discharge location is agreed upon, the Contractor shall submit a detailed drawing of the proposed discharge layout for approval by the City. Detailed drawings shall include the proposed settling tank(s), piping configuration, and monitoring equipment including:

- Flow meters to determine:
 - instantaneous flow rate, average and daily flow totals; and,
 - neutralization chemicals
- TSS meter (turbidity meter)
- Chlorine test kit

Solid matter shall be separated from the discharge water prior to disposal. The water remaining after separation shall be discharged in accordance with the N.P.D.E.S. permit

The City has been issued a Statewide National Pollutant Discharge Elimination System Permit for Drinking Water System Discharges to waters of the United States Order WQ 2014-0194-DWQ by the State Water Resources Control Board for discharges to surface waters. This permit authorizes the City and its contractors working in the City, to discharge non-storm water from well installations and well maintenance operations to surface waters, provided that the discharge is not a source of pollutants that will cause or contribute to an exceedance of water quality and comply with all of the following requirements:

1. Contractors shall submit a completed "Non-Storm Water Discharge Notification Form" to the City as soon as the approximate date of the discharge is known, but no later than 5 days prior to the discharge.
2. Contractors shall provide treatment equipment for wastewater not meeting discharge requirements or shall contain and arrange for off-site disposal with a waste hauler. Discharges from acid cleaning of wells may be prohibited from entering the storm drain system if the pH is <6.5 or > 8.5 or Total Dissolved Solids are greater than the normal background level of the well water.
3. Discharges from well development sites shall not exceed the discharge specifications, receiving water limitations, prohibitions or any other provisions of the permit at any time during the discharge (Order No. WQ2014-0194-DWQ, NPDES No. CAG140001, Order R4-2021-0105 NPDES No. CAS004004 or Order R8-2013-0043 NPDES No. CA8000410) and shall not contain constituent concentrations in excess of the following limits:
 - Constituent Maximum Concentration
 - Oil and Grease 15 mg/l
 - Sulfides 0.4 mg/l
 - Total Residual Chlorine 0.1 mg/l
 - Total Suspended Solids 75 mg/l
 - Total Petroleum Hydrocarbons 100 ug/l
4. Contractors shall monitor discharges with a "grab" sample during the first 30 minutes of each discharge (each time well is started up and discharged to the storm drain) for the following constituents and shall deliver the sample to a representative from the City's Public Works Agency:
 - Total Chlorine Residual (if chlorine is in the discharge)
 - Total Suspended Solids (TSS)
 - Total Petroleum Hydrocarbons (if site is contaminated)
 - Oil and Grease (if submerged pumps or oil and grease are used in de-watering)

The discharge "grab" sample shall be taken and delivered in accordance with 40 CFR, Part 136, including "Chain of Custody" paperwork.

5. Contractors shall sample and test all discharges into the City's storm drain system as necessary, utilizing calibrated field testing instruments, to guarantee compliance with the listed permit limits during the entire period of discharge.
6. A minimum level of treatment for well sites discharging sediment laden water shall be at least two 21,000-gallon Baker tanks or equivalent, in series.
7. At a minimum, contractors shall furnish the following discharge monitoring equipment:
 - a) Flow meter for well discharges and for fire hydrant discharges (to determine instantaneous flow rate, average and daily flow totals)
 - b) TSS meter (turbidimeter)
 - c) Chlorine test kit for testing Total Residual Chlorine (only if water is treated with chlorine or if chlorinated water is used for dilution)
 - d) PH meter or paper (for chemically treated wells only)

- e) TDS meter (for chemically treated wells only)
- 8. Contractors shall take field samples, and record the results of these field samples, for TSS and Total Residual Chlorine (if the discharge water has been chlorinated or discharge is diluted with chlorinated water) during the first 30 minutes of each discharge into the storm drain system. If the water has been treated with acid, contractors shall additionally take field samples for TDS and pH and record the results of these field samples. If any field samples exceed discharge limitations of the permit or any Regional Board requirement, the well shall be shut down until additional treatment is installed and field testing is in full compliance or until an alternative method of disposal is found.
- 9. A written log shall be maintained at the work site for each discharge including:
 - a) The discharge start and end date and time;
 - b) Flow meter reading for well discharges and fire hydrant discharges;
 - c) Total gallons of each discharge to the storm drain;
 - d) All field test results; and
 - e) All reports shall comply with all of the requirements of the Monitoring and Reporting section of the permit. Copies of all written log sheets and laboratory analysis reports with chain of custody forms shall be submitted to the City by the 30th day of each month during the project.

Contractor shall be responsible for any fees associated with obtaining easements or special permits required for compliance with NPDES or for storage of equipment/ used during any portion of the well work.

Separated water must meet NPDES limits for TSS, TDS, pH and chlorine in order for discharge to occur to the storm drainage system. Contractor will request water quality determination (compliance with NPDES limits) from the City, and approval to discharge to the storm drainage system.

A minimum level of treatment for well sites discharging sediment-laden water shall be at least two tanks in series. Tanks shall be 21,000-gallon Baker or equivalent. Contractor to provide all piping and fittings necessary to connect the tanks to discharge piping from well head and piping from tanks to the designated discharge point (storm drain, sanitary sewer, or other). One Baker tank, fitted with a City approved baffle, may be substituted for two tanks provided the single tank produces a discharge that meet NPDES limits. Discharge pipe from tank(s) shall be fitted with a sample tap that is easily accessible to City personnel for sampling purposes. Sample tap shall be located downstream of any treatment processes and in such a manner that the water sample is representative of the discharge as a whole.

Contractor shall be responsible for disposal of materials removed from the well including separated solids and gravel pack materials. Contractor shall provide on-site roll-off or other containers appropriate for material containment.

Pump

Test Pump: Contractor shall install a test pump. Pump design parameters and depth shall be determined in consultation with the City and Consultant. Oil-lubed line shafts are not permitted.

The contractor shall provide all equipment, electrical panel, conduit, steel discharge line, control valves, meters (calibrated, dial indicator not greater than 2,000 gpm and totalizer), Rossum sand tester, water level sounder, and ancillary equipment necessary to perform the work.

The motor control center/vfd shall be compatible with the incoming Edison amperage rating within the City's MCC so as not to cause damage to the City's conductors or MCC; if contractor cannot provide such equipment, then the contractor shall provide their own genset to supply power to their MCC.

Data Collection: The contractor shall collect operation and production data, and well sand production. Test Pump operation will consist of development by pumping and surging, step-drawdown, and constant rate testing. Results of the test pump shall be graphed and summarized and include recommendations for design and sustainable operation of the permanent pumping equipment.

New Pump: Contractor shall supply and install new pump and all components. The new permanent parameters shall be determined post rehabilitation phase, during the pump test phase of the project.

New motor: The City will be furnishing the new motor. The contractor will be responsible for installing the motor with all of the components to adjust the pump setting and bolt the motor to the discharge head.

Discharge

Suspended solid matter shall be separated from the discharge water prior to disposal. Discharge point will be determined on a case-by-case basis and shall be determined after factoring in the discharge's affect on traffic control and safety, public nuisance, and the weather. City shall coordinate with Contractor on the appropriate discharge location prior to commencement of rehabilitation work. Contractor shall install appropriate equipment to control hydraulic loading to the sewer.

Start-Up and Disinfection

Contractor shall complete start-up, disinfection, and achieve absent/absent for bac-t testing, including HPC results below 500 cfu's).

Discharge Head:

Contractor shall provide new discharge head with Chesterton 442C Split mechanical seal. The discharge head shall be primed and epoxied, inside and out, with an NSF-approved epoxy. The head shall also include a screen around the open area of the head, for safety from any possible outside intrusion.

Materials

Only materials furnished by the Contractor and necessarily used in the performance of the work will be paid for. The cost of such material will be the cost to the purchaser, whether Contractor, subcontractor or other forces, from the supplier thereof as evidenced by supplier's invoice. City reserves the right to approve materials and sources of supply, or to apply materials to the Contractor if necessary, for the process of the work. No markup shall be applied to any material provided by the City.

The contractor shall provide all pipeline and facilities for discharging pumped water from the well site. The Contractor shall conform to all waste discharge requirements.

All development and test waters shall be piped to holding tanks for sediment removal and neutralization prior to discharging per City's Municipal Stormwater Program.

Contractor shall secure the work area and the well against fire, theft, vandalism, and for the protection of the public against exposure to injury. Contractor is responsible for the protection of the equipment and material on the worksite at all times for the duration of the project.

Contractor shall provide the following EPA approved field equipment to monitor and record the following parameters daily:

- Flow in gallons per day.
- pH (range 0-14 units). A field meter is required. The use of pH strips is not acceptable and may only be used to independently verify the accuracy of the field meter.
- Residual chlorine (range 0-3 mg/L and 0-200 mg/L),
- Electrical conductivity.
- Temperature.
- Total suspended solids (TSS).
- Sand content; and
- Turbidity meter (range 0 – 1,000 NTU)

Temporary well covers shall be used to secure the well against tampering or entrance of foreign objects. Temporary covers shall be securely bolted to the top of the well casing whenever no work is taking place or when the pump is no longer installed in the well. At the completion of the rehabilitation, the cover shall protect the well and guard against unauthorized entry, vandalism, and entrance by foreign objects or materials, until the permanent pumping equipment is installed.

If applicable, the threaded ends of each section of column pipe shall be covered and protected from blowing sand and dirt during the period that it is stored onsite.

Contractor shall utilize industry standard, modern-day equipment, materials, and testing technology for the rehabilitation and testing of production wells.

Traffic Control

As required by the Project, all traffic and access, including but not limited to vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and street closures, shall be in accordance with Section 600, of the latest edition of the Standard Specifications for Public Works Construction, including all its subsequent amendments; the latest edition of the CAMUTCD (California Manual of Uniform Traffic Control Devices) with State of California Modifications.

EXHIBIT “B”

SCHEDULE OF SERVICES

Contractor shall furnish a preliminary schedule of services once the Notice to Proceed is issued. The schedule may be updated as agreed upon by the Parties prior to the kickoff meeting and as-needed thereafter.

- All work shall be completed within specified time, and as specified in the bid documents, beginning the date the Notice to Proceed is issued.
- The Contractor shall perform rehabilitation operations between the hours of 7:00 AM and 4:00 PM, Monday through Friday, unless otherwise approved by the City.
- Contractor will send City certified prevailing wage reports on a weekly basis.

EXHIBIT "C"
COMPENSATION

The total contract amount for the Project shall not exceed \$316,283.64.

RATE SCHEDULE

- Prices shall be inclusive of all costs to provide goods and/or services as requested by the City, including costs related to licenses, insurance and bonding.
- Labor costs shall be inclusive of the number of hours and personnel, vehicle and all equipment needed for the Project.
- Labor costs should be inclusive of the number of hours and personnel needed.
- City will not assist Contractor with crane services, or confined space equipment.
- Contractor must be able to perform all services required without City assistance.
- No additional costs of any kind will be authorized unless specifically itemized in the bid sheet.

BID SHEET**Potable Water Well No. 23 Well Rehabilitation Project IFB# 2026-1012**

Line Item Description*	Unit	Quantity	Cost	Total Cost
<i>General</i>				
Removal of motor, discharge head and pump	N/A	N/A	N/A	N/A
Installation of motor, discharge head and pump	EA	1	\$24,800.00	\$24,800.00
New bowls and performance certification	EA	1	\$3,794.00	\$3,794.00
NPDES Compliance for discharge to storm drain.	EA	1	\$3,500.00	\$3,500.00
Chlorine provided by City	N/A	N/A	N/A	N/A
Step drawdown test	EA	1	\$5,200.00	\$5,200.00
Casing Inspection Thickness Measurement	N/A	N/A	N/A	N/A
<i>Well-Jetting</i>				
Mobilization and demobilization of all equipment, tools, material, and personnel required for well-jetting services.	EA	1	\$2,500.00	\$2,500.00
Well jetting	EA	1	\$14,880.00	\$14,880.00
After well-jetting is completed, all debris shall be bailed from the bottom of the well.	EA	1	\$1,680.00	\$1,680.00
Surface tanks for settling solids. NPDES Compliance.		line covered in	disinfection heading	
<i>Brush and Bail</i>				
Mobilization and demobilization of all equipment, tools, material, and personnel required to brush and bail well.	EA	1	\$1,200.00	\$1,200.00
Brushing of well casing per scope.	EA	1	\$9,480.00	\$9,480.00
After brushing is completed, bail and dispose all debris from the bottom of the well.	EA	1	\$1,680.00	\$1,680.00
Video survey No. 1	EA	1	\$1,680.00	\$1,680.00
Surface tanks for settling solids. NPDES Compliance.		line covered in	disinfection heading	
<i>Chemical Treatment</i>				
Targeted Treatment Volume: 5490 gal.		NC		
Mixing Volume: 2196 gal.		NC		
NW-120 Liquid Acid (370 gal.)	EA	1	\$23,817.50	\$23,817.50
NW-220 Clay Dispersant (19 gal.)	EA	1	\$2,200.00	\$2,200.00
NW-310 Bioacid Dispersant (145.0 gal.) (If required by City)	EA	1	\$17,685.00	\$17,685.00
NW-400 Non-Ionic Surfactant (10.0 gal.) (If required by City)	EA	1	\$877.50	\$877.50
Bail and dispose of all debris from the bottom of the well.				
Swabbing and airlifting. 30 min/zone downward pass and upward pass To achieve less than 100 NTUs of water clarity. Not to exceed 80 hours.	EA	1	\$33,600.00	\$33,600.00
Surface tanks for settling solids. NPDES Compliance.		line covered in	disinfection heading	
Post-chemical application and bailing video survey No. 2	EA	1	\$1,800.00	\$1,800.00

Line Item Description*	Unit	Quantity	Cost	Total Cost
<i>Disinfection</i>				
Water well disinfection: NW-420 Chlor-Safe: 23 Lbs.				
Surface tanks for settling solids. NPDES Compliance	EA	1	\$16,000.00	\$16,000.00
<i>Start-up</i>				
Start-up, including disinfection, and achieving absent/absent for bac-t testing, including HPC results below 500 cfu's.).	EA	1	\$3,300.00	\$3,300.00
Test Pump	EA	1	\$25,800.00	\$25,800.00
Data Collection	EA	1	\$1,250.00	\$1,250.00
Surface tanks for settling solids. NPDES Compliance.		line covered in disinfection heading		
<i>Motor</i>				
New complete motor per scope. Procure and install new motor and all components.	EA	1	\$840.00	\$840.00
<i>Pump</i>				
New Pump per City accepted design. Procure and install new pump and all components.	NC			
Permanent pump design (1200 GPM @ 430' TDH @ 1800 RPM)	NC			
119-1/4" x 8" standard steel thread & coupled column pipe @ 8TPI, RH threaded.	EA	39	\$525.00	\$20,475.00
59 1/4" x 8" standard steel thread & coupled column pipe @ 8TPI, RH threaded –standard water lube.	EA	59 2	\$368.75	\$737.50
120" x 8" suction pipe threaded w/ 8 TPI, RH on one end, and welded on 304SS cone strainer on the opposite end	EA	1	\$968.75	\$968.75
Check Valve	EA	1	\$2,277.55	\$2,277.55
New potable deep well pump bowl, replacing an 8" 11cmc, 7 stage bowl assembly. The following specifications are for bid purposes; actual specs may vary after test pumping. 1770 RPM, 7 stage, 730 gpm, TDH @ 454ft, 304 stainless steel impellers, stainless steel taper lock collets, stainless steel bolting, 1-11/16" bowl shaft (17- 4 stainless), 10" projection w/10 TPI left hand thread, alternating intermediate rubber backed bronze (marine) bowl bearings, includes pump curve and shop drawings.	EA	1	\$16,672.50	\$16,672.50
¼" jacketed Stainless-Steel airline (roll) w/compression couplings.	FT	500	\$1,741.25	\$1,741.25
each ¾" wide bands – 316 stainless-steel.	EA	41	\$30.49	\$1,250.09
1-11/16" x 120" lg. 416 stainless line shafts TBE 10TPI left-hand threaded.	EA	39	\$525.00	\$20,475.00
1-11/16" 316 ss couplings, 10TPI-left hand threaded w/relief hole.	EA	41	\$62.50	\$2,562.50
Head shaft, 1-11/16" x 120" 17-4 stainless steel. Include stainless shaft coupling, bronze adjustment nut, & steel gib key. (Actual length and threads/keyway will be determined during the project.)	EA	1	\$2,562.50	\$2,562.50

Line Item Description*	Unit	Quantity	Cost	Total Cost
8" x ¾" x 2" ss retainer with 2" x 1-11/16" Vesconite Bearings, installed.	EA	41	\$391.25	\$16,041.25
Furnish and install new discharge head with mechanical seals	EA	1	\$16,244.00	\$16,244.00
Other Additional Fees: <i>This line item should include all permits, freight, delivery, and special handling charges.</i> <i>(Please thoroughly explain each additional item)</i>				
Subtotal				\$299,257.52
City of Pomona Sales Tax (10.50%)				\$17,026.12
Total				\$316,283.64

*Refer to the scope of work section for specific details/requirements on each line item.

PRINT OR TYPE:

Printed Name:	Mike Rentz
Signature:	<i>Mike Rentz</i>
Title:	President
Firm Name:	Well Tec Services Inc
Date:	06/01/2026

EXHIBIT “D”
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Pomona (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
 ☐ General

Number of Pages

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Pomona (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

(Corporate Seal)

Surety

By_____

Attorney-in-Fact

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above