

CITY OF CAMARILLO
MAINTENANCE CONTRACT FOR WELL B PUMP REPAIR

This contract ("**Contract**") is effective as of February 13, 2025 ("**Effective Date**"), and is between the CITY OF CAMARILLO, a California general law city and municipal corporation (City), and Best Drilling and Pump, Inc., a California corporation ("**Contractor**"), collectively referred to as the "**Parties**."

Section 1. Recitals. This Contract is entered into with respect to the following facts:

- 1.1 Contractor represents it is qualified to perform all of the Work (defined below) required under this Contract.
- 1.2 Contractor agrees to perform all such Work in the time and manner set forth in the Contract Documents (defined below).
- 1.3 The City have determined that the public interest, convenience and necessity require the execution of this Contract and its implementation.

Section 2. Contract Documents. This Contract consists of the following documents ("**Contract Documents**"), all of which are made a part of this Contract:

- 2.1 This Contract
- 2.2 Verification of California Contractor's License
- 2.3 Certificate of DIR Registration
- 2.4 Contractor's Certificate Regarding Workers' Compensation
- 2.5 Certificate(s) of Insurance
- 2.6 Other documents (list here)

Exhibit A – Scope of Work

Exhibit B – Key Personnel & Compensation

Exhibit C – Insurance

Section 3. The Work.

- 3.1 The work ("**Work**") to be performed by Contractor is described in the Contract Documents.
- 3.2 In completing the Work, Contractor must employ, at a minimum, the applicable generally accepted professional standards of its industry in existence at the time of performance as utilized by persons engaging in similar work.
- 3.3 Except as specifically provided in the Contract Documents, Contractor must furnish, at its sole expense, all of the labor, materials, tools, equipment, services and transportation necessary to perform all of the Work.
- 3.4 Contractor must perform all of the Work in strict accordance with the Contract Documents.
- 3.5 Contractor must make every reasonable effort to maintain the stability and

continuity of Contractor's key personnel to perform the Work required under this Contract.

- 3.6 Contractor must obtain City's prior approval before utilizing any subcontractors to perform Work under this Contract. Approval must include the identity of the subcontractor and the terms of compensation and noted on the attached List of Subcontractors.
- 3.7 Contractor will not be compensated for any services rendered in connection with its performance of this Contract that are in addition to or outside of those set forth in the Contract Documents, unless such additional services or work are authorized in advance by City.

Section 4. Term and Termination.

- 4.1 Subject to Sections 4.2 and 4.3 below, the term of this Contract is from Effective Date until quoted repairs are completed.
- 4.2 City may terminate this Contract, with or without cause, at any time by written notice of termination to Contractor. If such notice is given, Contractor must cease immediately all Work in progress.
- 4.3 Contractor may terminate this Contract at any time upon 90 days' prior written notice of termination to City.
- 4.4 Upon termination of this Contract by either Contractor or City, all property belonging exclusively to City which is in Contractor's possession must be returned to City. Contractor must promptly deliver to City a final invoice for all outstanding services performed and expenses incurred by Contractor as of the date of termination. Compensation for Work in progress not based on an hourly rate will be prorated based on the percentage of Work completed as of the date of termination.
- 4.5 Contractor acknowledges City's rights to terminate this Contract as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from City's termination of this Contract.

Section 5. Time to Perform the Work.

- 5.1 Time is of the essence with respect to Contractor's Work. Contractor agrees to diligently pursue performance of the Work within the time specified by the Contract Documents.
- 5.2 Contractor will be excused from any delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.
- 5.3 If Contractor is delayed by any cause beyond Contractor's control, City may, but is not required to, grant a time extension for the completion of the Work. If delay occurs, Contractor must notify City in writing within 48 hours of the cause and the extent of the delay and how such delay interferes with Contractor's performance of the Work.

Section 6. Compensation and Payment.

- 6.1 Subject to any limitations provided in the Contract Documents, City agrees to pay Contractor as full consideration for the faithful performance of all of the Work the compensation set forth in Exhibit B ("**Compensation**"), which is made a part of this Contract. If during the term of this contract the applicable prevailing wage rate increases, the Contractor may request a contract modification as outlined in Section 15.5 annually on the anniversary date of the contract.
- 6.2 Contractor must furnish City with an invoice for the Work performed in accordance with the Contract Documents. Contractor may not submit an invoice more often than once every 30 days.
- 6.3 City will review each invoice and determine whether the Work performed is in accordance with the Contract Documents. The Director of Public Works ("**Director**") may require Contractor to provide a release of all undisputed Contract amounts contained in the invoice.
- 6.4 If City disputes any item on an invoice, City will give Contractor notice stating the reasons for the dispute. The Parties will meet and confer in good faith to attempt to resolve the dispute.
- 6.5 Except as to any charges for the Work performed that City disputes, City will cause Contractor to be paid within 30 days of the date of the invoice or the date that Contractor furnishes City with a release of all undisputed Contract amounts, whichever occurs later.
- 6.6 In the event there is any claim specifically excluded by Contractor from the operation of any release, City may retain an amount not to exceed the amount of the excluded claim.

Section 7. Labor Code and Prevailing Wage Requirements.

- 7.1 Contractor agrees to comply with the requirements of California Labor Code sections 1810 through 1815. Eight hours of labor constitutes a legal day's work per Labor Code section 1810. Contractor will forfeit the statutory penalty to City for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code sections 1810 through 1815.
- 7.2 Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Contract are available for download from the State website:
<http://www.dir.ca.gov/OPRL/dprevwagedetermination.htm>.
- 7.3 Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.) When applicable, copies of the prevailing rate of per diem wages will be on file at City's Department of Public Works and available to Contractor and any other

interested party upon request.

- 7.4 Contractor, and any subcontractor engaged by Contractor, may pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.
- 7.5 Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor will forfeit the statutory penalty to City for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.
- 7.6 Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.
- 7.7 Contractor has reviewed and agrees to comply with any applicable provisions for any public work subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a). City hereby notifies Contractor that Contractor is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). For further information concerning compliance monitoring please visit the website location at:
<http://www.dir.ca.gov/dlse/cmu/cmu.html>.
- 7.8 Contractor must comply with Labor Code section 1771.1(a), which provides that Contractor may award any contracts and subcontracts for work that qualifies as a "public work" only to subcontractors which are at that time registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5. Contractor must obtain proof of such registration from all such subcontractors."
- 7.9 If federal funds are used to pay for the Work, Contractor and any subcontractor agree to comply, as applicable, with the labor and reporting requirements of the Davis-Bacon Act (40 USC § 276a-7), the Copeland Act (40 USC § 276c and 18 USC §874), and the Contract Work Hours and Safety Standards Act (40 USC §

327 and following).

Section 8. Non-Discrimination.

Contractor, its officers, agents, employees, and subcontractors may not discriminate in the employment of persons to perform the Work in violation of any federal or state law prohibiting discrimination in employment, including based on the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, of any person, except as provided under California Government Code section 12940. Contractor is responsible for compliance with this section.

Section 9. General Legal Compliance; Contractor Claims.

- 9.1 In performing the Work, Contractor must comply with all applicable statutes, laws and regulations, including, but not limited to, OSHA requirements and the Camarillo Municipal Code.
- 9.2 Contractor must, at Contractor's sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law, including, without limitation, any business license tax imposed by City.
- 9.3 Contractor must maintain a valid California Contractor's License throughout the term of this Contract.
- 9.4 In the event Contractor has any claims (as such term is defined in Public Contracts Code section 9204) against City, the Parties will follow the applicable dispute resolution process set forth in Section 9204 which, among other things, establishes procedures for the submission of a claim to the City, including the submission of reasonable documentation to support the claim, time periods for the City to respond in writing to the claim, a meet and confer process, and a non-binding mediation process.

Section 10. Clayton and Cartwright Act Assignments.

In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract, Contractor and any subcontractor will be deemed to have offered and agreed to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Work. This assignment will be deemed made and will become effective at the time City tenders final payment to Contractor, without further acknowledgement by the Parties.

Section 11. Independent Contractor.

Contractor is and will at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, or agents will have control over the conduct of Contractor or any of Contractor's officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent that it or any of its

officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of City.

Section 12. Indemnification.

- 12.1 Contractor agrees to the fullest extent permitted by law to (1) immediately defend and (2) indemnify City from and against, any and all claims and liabilities, regardless of the nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or its officers, employees, agents, or subcontractors committed in performing any Work under this Contract or the failure to comply with any of the obligations of this Contract (collectively, “**Claims**”). The Claims subject to Contractor’s duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys’ fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.
- 12.2 Contractor’s duty to defend is a separate and distinct obligation from Contractor’s duty to indemnify. Contractor is obligated to defend City in all legal, equitable, administrative, or special proceedings, with counsel approved by City, immediately upon tender to Contractor of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the Claim does not relieve Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of any City indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of any City indemnified party, then Contractor may submit a claim to City for reimbursement of reasonable attorneys’ fees and defense costs in proportion to the established comparative liability of the City indemnified party.
- 12.3 Contractor agrees that its defense and indemnification obligation under this section, includes the reasonable costs of attorneys’ fees incurred by the City Attorney’s office to monitor and consult with Contractor regarding the defense of any Claims, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. City will use its best efforts to avoid duplicative attorney work or appearances in order to keep defense costs to a reasonable minimum.
- 12.4 Contractor agrees that settlement of any Claim will require the consent of City. City agrees that its consent will not be unreasonably withheld provided that Contractor is financially able (based on demonstrated assets) to fulfill its obligation to indemnify City for the costs of any such settlement as required under this Contract.
- 12.5 Contractor’s obligation to indemnify City applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of a City indemnified party. If a Claim is finally adjudicated and a

determination made that liability was caused by the sole active negligence or sole willful misconduct of a City indemnified party, then Contractor's indemnification obligation will be reduced in proportion to the established comparative liability.

- 12.6 For the purposes of this section, "City" includes City's officers, officials, employees and agents.
- 12.7 The provisions of this section will survive the expiration or earlier termination of this Agreement.

Section 13. Insurance.

Contractor agrees to have and maintain in full force and effect during the term of this Contract the insurance coverages listed in Exhibit C ("**Insurance**"), which is made a part of this Contract.

Section 14. Notice.

- 14.1 All written notices required or permitted to be given under this Contract will be deemed made when received by the other Party at its respective address as follows:

To City: City of Camarillo
601 Carmen Drive
Camarillo, California 93011-0248
Attn: Dale Reynolds
(Tel.) 805-388-5376
(Fax) 805-389-9524
(Email) dreynolds@cityofcamarillo.org

To Contractor: Best Drilling and Pump, Inc.
1640 Pellisier Road
Colton, CA 92342
Attn: Dean Garcia
(Tel.) 951-684-1952
(Email) dgarcia@bestdrillingandpump.com

- 14.2 Notice will be deemed effective on the date personally delivered or transmitted by facsimile or email. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.
- 14.3 Any Party may change its notice information by giving notice to the other Party in compliance with this section.

Section 15. Project Documents.

All data, drawings, maps, models, notes, photographs, reports, studies and other documents (collectively, "**Project Documents**") prepared, developed or discovered by Contractor in the course of performing any of the Work under this Contract will become the sole property of City. Upon the expiration or termination

of this Contract, Contractor must turn over all original Project Documents to City in its possession, but may retain copies of any of the Project Documents it may desire.

Section 16. General Provisions.

- 16.1 Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.
- 16.2 Assignment. Contractor may not assign this Contract without the prior written consent of City, which consent may be withheld in City's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.
- 16.3 Binding Effect. This Agreement is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.
- 16.4 Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and City prior to the execution of this Contract.
- 16.5 Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the City Council or City Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 16.6 Electronic Signatures; Counterparts. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by electronic transmission. Such electronic signatures will have the same effect as an original signature. This Agreement may be executed in multiple counterparts.
- 16.7 Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by City of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.
- 16.8 Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 16.9 Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.

16.10 Venue. In the event of litigation between the parties, venue in state trial courts will be in the County of Ventura. In the event of litigation in a U.S. City Court, venue will be in the Central City of California, in Los Angeles.


The Parties have caused this Contract to be executed by their undersigned authorized agents as follows:

CITY OF CAMARILLO



Greg Ramirez, City Manager

ATTEST:



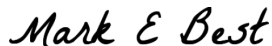
Carrie Weal, City Clerk

CONTRACTOR:

BEST DRILLING AND PUMP, INC., a California Corporation



John Kennedy, President



Mark Best, Chief Executive Officer

045321

Camarillo Business Tax Certificate Number

12/31/2025

Expiration Date

EXHIBIT A

SCOPE OF WORK

City of Camarillo – Well B

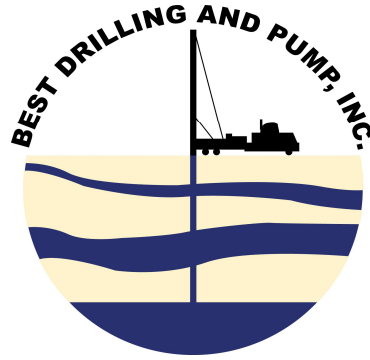
- Shop labor to clean, assemble and prep for installation
- Miscellaneous materials
- Pump rig and crew to install well pump and perform start-up
- Payment and performance bond
- Replacement materials include:
 - Column pipe, couplings, rubber bearings, suction pipe with cone strainer
 - Repair of existing bowl assembly, sand blast and epoxy coat the OD
 - Stainless steel airline and packing box shaft

EXHIBIT B

KEY PERSONNEL & COMPENSATION

1. Contractor's designated representative who is authorized to act on its behalf and to make all decisions in connection with the performance of the Work under this Contract is Dean Garcia.
2. Total compensation under this Contract \$134,332.00.

PROPOSAL



Quotation Form

Customer: City of Camarillo
601 Carmen Drive
Camarillo, Ca. 93010

Proposal No.: 32114
Contact: Dale Reynolds
Date: 2/11/2025

Well or Description of Work: Well B-Pump Repair Quote-HSLA Column Pipe with HSLA Couplings

Terms: Due Upon Receipt

Quantity	Description	Price	Unit	Total
	<u>Labor</u>			
1	Shop labor to clean, assemble and prep for installation	\$1,200.00	EA.	\$1,200.00
1	Misc. materials	\$500.00	LOT	\$500.00
1	Pump rig and crew to install well pump and perform start up	\$18,500.00	LS.	\$18,500.00
1	Payment and performance bond	\$1,500.00		\$1,500.00
	<u>Materials</u>			
1	10" x 26" HSLA column pipe TBE	\$950.00	EA.	\$950.00
2	10" x 5' HSLA column pipe T&C w/HSLA couplings	\$1,810.00	EA.	\$3,620.00
27	10" x 10' HSLA column pipe T&C w/HSLA couplings	\$2,896.00	EA.	\$78,192.00
29	10" x 1-1/2" 304 ss retainers with rubber bearings	\$319.00	EA.	\$9,251.00
1	10" x 10' HSLA suction pipe with ss cone strainer	\$2,896.00	EA.	\$2,896.00
1	Repair the existing bowl assembly, sand blast and epoxy coat the OD	\$15,839.00	EA.	\$15,839.00
1	1/4" x 280' of stainless steel airline	\$1,557.00	EA.	\$1,557.00
1	1-1/2" x 38" 416 ss packing box shaft	\$327.00	EA.	\$327.00
Prevailing Wage, Tax and Freight Included		TOTAL		\$134,332.00

Best Drilling and Pump, Inc. does not assume liability for pump/motor suppliers delays in manufacturing, testing or deliveries. Best Drilling and Pump is not responsible for labor or rig cost associated with replacement of manufactures equipment failures or warranty replacement. Best does not take any responsibility for any damage to the well casing, screen, gravel pack, pump equipment, motors, valves, pump house and any other damage arising in the course of any well work including but not limited to: inspection, cleaning, repairing, chemical treatment, brushing, bailing, or replacement

1640 Pellisier Road, Colton, CA 92324

Telephone: (951) 684-1952 Fax: (951) 684-3852 Email: DGarcia@BestDrillingandPump.com

Contractor No.: C-57, 826672 DIR Registration No. 1000001067

PROPOSAL

of any new or defective parts manufactured or installed by others.

EXHIBIT C
INSURANCE

1. **General Requirements.** Contractor must procure and maintain in full force and effect during the term of this Contract the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability	\$1,000,000 / \$2,000,000 Aggregate
Business Automobile Liability	\$1,000,000
Workers' Compensation	Statutory Requirements
Professional Liability	\$1,000,000

2. **Commercial General Liability Insurance.** This policy must meet or exceed the requirements of Insurance Services Office (ISO) CGL Form No. CG 00 01. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an "occurrence" not a "claims-made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another.

Liability policies must be endorsed to name the **City of Camarillo its officials, employees and agents** as "additional insureds" under the insurance coverage.

The policy must state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be deemed "excess" to that of Contractor. This endorsement must be reflected on ISO Form No. CG 20 01 or equivalent form as determined by City.

Coverage must be applicable to City for injury to employees of Contractor, subcontractors, agents or others performing any part of the Work required under this Contract. Each policy must be endorsed to provide a separate limit applicable to this Project.

The Commercial General Liability policy must not contain any endorsements limiting coverage beyond the basic policy coverage for any of the following:

1. Explosion, collapse or underground hazard (XCU);
2. Products and completed operation;
3. Pollution liability; or
4. Contractual liability.

3. **Business Auto Coverage.** This policy must be on ISO Business Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) and Endorsement CA 0025, or equivalent forms approved in writing by City. If Contractor neither leases nor owns vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this Project, Contractor must provide evidence of personal auto liability coverage for each such person.

4. **Workers Compensation.** Contractor must have a State of California approved policy

form providing the statutory benefits required by law with employer's liability limits or Contractor must provide evidence of an approved self-insurance program.

5. **Other Insurance; Revisions to Insurance.** Contractor may be required to obtain such other insurance coverage as may be required by applicable law or by City. City reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving Contractor 60 days advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation.
6. **Acceptable Insurers.** All required insurance policies must be issued by an insurance company currently authorized by the California Insurance Commissioner to transact the business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
7. **Excess or Umbrella Liability Insurance (Over Primary).** If an excess or umbrella liability policy is used to meet limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an excess or umbrella liability policy must include a "drop-down provision" providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage must be provided on a "pay-on-behalf" basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage must be applicable to City for injury to employees of Contractor, its subcontractors or others performing work to satisfy Contractor's obligations under this Contract. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.
8. **Certificates of Insurance and Endorsements.** Prior to commencing any Work under this Contract, Contractor must file with the City Certificates of Insurance and Endorsements evidencing the existence of all insurance required by this Contract, along with such other evidence of insurance or copies of policies as may reasonably be required by City. Such Certificates of Insurance and Endorsements must be in a form approved by City's Attorney. Contractor must maintain current certificates and endorsements on file with City during the term of this Contract reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days' prior written notice to City.
9. **Failure to Maintain Required Insurance.** If Contractor, for any reason, fails to have in place at all times during the term of this Contract all of the required insurance coverage, City may, in addition to any other available remedies, (a) obtain such coverage at Contractor's expense and deduct the cost from the sums due Contractor, (b) make a claim against the Contractor's surety, or (c) terminate the Contract.
10. **Effect of Coverage.** The existence of the required insurance coverage under this Contract will not be deemed to satisfy or limit Contractor's indemnity obligations under this Contract.
11. **Higher Limits of Insurance.** If Contractor maintains higher limits of insurance than the required amounts shown in Section 1 above, then such amounts will be the minimum required under this Agreement.

VERIFICATION OF CALIFORNIA
CONTRACTOR'S LICENSE

I certify, under penalty of perjury, that I have a valid California Contractor's license issued pursuant to Business and Professions Code section 7000 and following, and was so licensed at the time that the bid was awarded:

California Contractor's License:

<u>826672</u>	<u>C57</u>	<u>10/31/2025</u>
License Number	Class	Expiration Date

Best Drilling and Pump Inc.
CONTRACTOR

<u>02 / 26 / 2025</u>	<u>John Kennedy</u>
Date	Signature

(Public Contract Code § 6100)

**CERTIFICATE REGARDING
WORKERS' COMPENSATION**

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

Best Drilling and Pump, Inc.

John Kennedy, President
Name

02 / 26 / 2025
Date

John Kennedy
Signature

**CERTIFICATE REGARDING DEPARTMENT OF INDUSTRIAL RELATIONS CONTRACTOR
REGISTRATION**

I certify, under penalty of perjury, that Contractor is registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Contractor's Department of Industrial Relations registration number is 20250565993.

Best Drilling and Pump, Inc.

John Kennedy, President

Name & Title

02 / 26 / 2025

Date

John Kennedy

Signature

(Labor Code section 1725.5)



Bond No.F298164
Premium: \$1,518

CINCINNATI, OHIO

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Best Drilling and Pump, Inc.

as principal, and the **GREAT AMERICAN INSURANCE COMPANY**, a corporation organized under the laws of the State of Ohio and duly authorized to transact business in the State of California as Surety, are held and firmly bound unto City of Camarillo

as Oblige, in the sum of One Hundred Thirty-Four Thousand Three Hundred Thirty-Two & 00/100

Dollars (\$ 134,332.00) for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrator, successors, and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 14th day of February, 2025

WHEREAS the Principal and the Oblige have entered into a written ^{* proposal} ~~contract~~, hereinafter called the Contract, a copy of which is or may be attached hereto, dated the 11th day of February, 2025 for Maintenance Repairs for Well B-Pump Repair - HSLA Column Pipe with HSLA Couplings
Proposal No: 32114

NOW, THEREFORE, the condition of the foregoing obligation is such that if the Principal shall indemnify the Oblige for all loss that the Oblige may sustain by reason of the Principals failure to complete the work in accordance with the terms of the contract, then this obligation shall be void; otherwise it shall remain in force.

PROVIDED, HOWEVER, it shall be a condition precedent to any right of recovery hereunder that, in event of any default on the part of the Principal, a written statement of the particular facts showing the date and nature of such default shall be immediately given by the Oblige to the Surety and shall be forwarded by registered mail to the Surety at its Administrative Office at 301 E. Fourth Street, Cincinnati, Ohio 45202.

AND PROVIDED FURTHER, that no action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve months after completion of the work mentioned in said contract, whether such work be completed by the Principal, Surety or Oblige; but if there is any maintenance or guarantee period provided in the contract for which said Surety is liable, an action for maintenance may be brought within six months from the expiration of the maintenance period, but not afterwards.

Best Drilling and Pump, Inc.

Principal

By: 

GREAT AMERICAN INSURANCE COMPANY

By: 

Spencer Flake , Attorney-in-Fact

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 San Bernardino }

On 2-17-25 before me, Amanda Kipper, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John m. Kennedy
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature Amanda Kipper
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Performance Bond

Document Date: 2-14-25 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: John m. Kennedy

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator

☒ Other: Principal
Signer is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator

☐ Other: _____
Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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 Orange)

On 2/14/25 before me, Heather Willis, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Spencer Flake
Name(s) of Signer(s)

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 Heather Willis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SIX

No. 0 20942

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
DAVID L. CULBERTSON	HEATHER WILLIS	ALL OF	ALL
CHARLES L. FLAKE	LEXIE SHERWOOD	ANAHEIM,	\$100,000,000.00
SPENCER FLAKE	KAREN LETZ	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24TH day of JULY, 2024

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 24TH day of JULY, 2024, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 14th day of February, 2025



My L C. B.

Assistant Secretary



Bond No. F298164
Premium: Included in
Performance Bond

CINCINNATI, OHIO

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Best Drilling and Pump, Inc.

as Principal, and the **GREAT AMERICAN INSURANCE COMPANY**, a corporation organized under the laws of the State of Ohio and duly authorized to transact business in the State of California

_____ as Surety, are held and firmly bound unto _____

City of Camarillo as Oblige

in the sum of One Hundred Thirty-Four Thousand Three Hundred Thirty-Two & 00/100 Dollars,

(\$ 134,332.00), for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally these, firmly by presents.

SIGNED, sealed and dated this 14th day of February, 2025.

WHEREAS, the Principal and the Oblige have entered into a written ^{* proposal} ~~contract~~, hereinafter called the Contract, a copy of which is or may be attached hereto, dated the 11th day of February, 2025, for Maintenance Repairs for Well B-Pump Repair - HSLA Column Pipe with HSLA Couplings, Proposal No: 32114

NOW, Therefore, the condition of the foregoing obligation is such that if the Principal shall promptly make payment to all persons who have contracts directly with the Principal supplying labor and material in the prosecution of the work provided for in said contract, and in all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise it shall remain in force.

PROVIDED, HOWEVER, it shall be a condition precedent to any right of recovery hereunder that, in event of any default on the part of the Principal, a written statement of the particular facts showing the date and nature of such default shall be immediately given to the Surety and shall be forwarded by registered mail to the Surety at its Administrative Office, 301 E. Fourth Street, Cincinnati, Ohio 45202.

AND PROVIDED FURTHER, that no action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve months after completion of the work mentioned in said contract, whether such work be completed by the Principal, Surety or Oblige; but if there is any maintenance or guarantee period provided in the contract for which said Surety is liable, an action for maintenance may be brought within six months from the expiration of the maintenance period, but not afterwards.

Best Drilling and Pump, Inc.

By:
Principal

GREAT AMERICAN INSURANCE COMPANY

By:
Spencer Flake, *Attorney-in-fact*

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 San Bernardino }

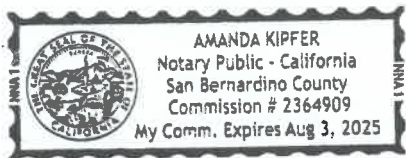
On 2-17-25 before me, Amanda Kipper, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John M. Kennedy
Name(s) of Signer(s)

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 Amanda Kipper
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Payment Bond

Document Date: 2-14-25 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: John M. Kennedy

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☒ Other: Principal

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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 Orange)On 2/14/25 before me, Heather Willis, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Spencer Flake
Name(s) of Signer(s)

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 Heather Willis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SIX

No. 0 20942

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
DAVID L. CULBERTSON	HEATHER WILLIS	ALL OF	ALL
CHARLES L. FLAKE	LEXIE SHERWOOD	ANAHEIM,	\$100,000,000.00
SPENCER FLAKE	KAREN LETZ	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24TH day of JULY, 2024

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C. B.

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 24TH day of JULY, 2024, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 14th day of February, 2025



My L C. B.

Assistant Secretary

LIST OF SUBCONTRACTORS

WORK IDENTIFICATION: Well B Maintenance Repairs to Pump

NAME AND ADDRESS OF BIDDER:

Name/Address/Phone No./State License Number of Subcontractor/City of Camarillo Business License Number	Department of Industrial Relations Registration Number*	Items of Work	Portion of Work (% of Contract Price)
		% of Total Contract Price by Subcontract	
		% of Total Contract Price by Contractor	

*Pursuant to Division 2, Part 7, Chapter 1, (commencing with section 1720 including section 1725.5) of the Labor Code