

AGREEMENT

DIR PROJECT #: 20240527218

THIS AGREEMENT made this 28th day of June, 2024, by and between the MISSION SPRINGS WATER DISTRICT hereinafter called "Owner", and **South West Pump & Drilling, Inc.** doing business as South West Pump & Drilling, Inc. *, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, it is agreed that:

1. The Contractor will commence and complete the construction of **"On-Call Well and Booster Maintenance and Repair Services"**.
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. The Contractor will commence the Work required by the Contract Documents on or before the date specified to commence Work in the Notice to Proceed and will complete the same by **June 30, 2025**, unless the period for completion is extended otherwise by the Contract Documents.
4. Owner and Contractor have discussed the provisions of Civil Code 1671 and the damages that may be incurred by Owner if the Work is not completed within the time specified in this Agreement. Owner and Contractor hereby represent that at the time of signing this Agreement, it is impracticable and extremely difficult to fix the actual damage that will be incurred by Owner if the Work is not completed within the number of calendar days allowed. Accordingly, Owner and Contractor agree that the sum of \$500 per day is a reasonable sum to assess as damages to Owner by reason of the failure of Contractor to complete the Work within the time specified.
5. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of **\$150,000.00** or as shown in the Bid Schedule; subject to additions and deductions, if any, in accordance with said documents.

* Insert "a corporation", "a partnership", or "an individual", as applicable.

Payment shall not be made more often than once every thirty (30) days. Final payment shall be made thirty-five (35) days subsequent to the filing of Notice of Completion. Contractor may upon written request, and at his sole expense after approval by the Board of Directors, deposit substitute securities referenced in Government Code Section 16430, or bank or savings and loan certificates of deposit, as authorized by Public Contract Code Section 22300 in lieu of retention monies withheld to ensure performance.

6. The term "Contract Documents" means and includes the following:
- a. Advertisement for Bids
 - b. Information for Bidders
 - c. Bid
 - d. Bid Bond
 - e. Federal Provisions
 - f. Agreement
 - g. Payment Bond
 - h. Contract Performance Bond
 - i. Notice of Award
 - j. Notice to Proceed
 - k. Change Orders
 - l. General Conditions
 - m. Supplemental General Conditions
 - n. Special Conditions and Detailed Technical Provisions and Standard Drawings and Details
 - o. Drawings prepared for Mission Springs Water District
 - p. Addenda:

No. N/A, dated Not Applicable, 2024

No. N/A, dated Not Applicable, 2024

No. N/A, dated Not Applicable, 2024

7. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, 3132 BRADSHAW ROAD, POST OFFICE BOX 2600, SACRAMENTO, CALIFORNIA 95826.

9. Should any litigation or arbitration be commenced between the parties hereto concerning said project, any provision of this Contract, or the rights and obligations of either in relation thereto, the party, Owner or Contractor, prevailing in such litigation shall be entitled, in

addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation, and costs.

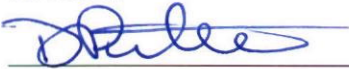
10. Pursuant to Section 1770, and following, of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the Owner, which copies shall be made available to any interested party on request. The successful bidder shall post a copy of such determination at each job site.
11. This project is subject to the State of California "Prevailing Wage Rates".
This project is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the bid specifications. All pertinent wage determinations shall be posted on the jobsite.
If federal funding is included in the project, the higher of the State and Federal wage rates shall be used.

Pursuant to SB854, no contractor or subcontractor may work on a public works project unless registered with DIR for contracts awarded on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are DIR registered. All public works contractors and subcontractors to furnish Certified Payrolls and related records to the Agency's representative and shall also furnish electronic certified payroll records directly to the Labor Commissioner using the DLSE's online portal.
12. Any sub-tier Contracts resulting from this contract must contain the same contractual language as the original contract.
13. Contractor agrees to and shall indemnify and hold the Owner, its officers, employees and agents free and harmless from all claims, actions, damages and liabilities of whatsoever kind, nature or sort, arising from death, personal injury, property damage or other cause asserted or based upon any negligent act or omission of Contractor, its employees, agents, invitees, or any subcontractor of Contractor relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement. As part hereto of the foregoing indemnity, Contractor agrees to protect and to defend at its own expense, including attorney's fees, Owner and City of Desert Hot Springs, their officers, agents and employees from any and all legal action based upon any negligent acts or omissions of the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

(SEAL)

ATTEST:



Name Dori Petee
(Please Type)

Title Executive Assistant

OWNER:

MISSION SPRINGS WATER DISTRICT

By 

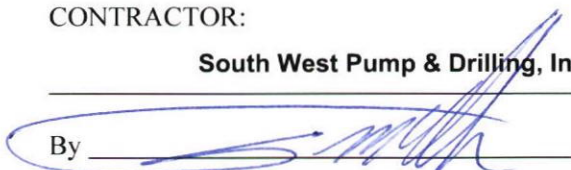
Name Brian E. Macy, P.E.

(Please Type)

Title General Manager

CONTRACTOR:

South West Pump & Drilling, Inc.

By 

Name Curtis McCalla

(Please Type)

Address 53381 Highway 111

Coachella, CA 92236

Contractor's License No. 723919

CHANGE ORDER

Change Order No. 1

Date: May 19, 2025

Agreement Date: June 28, 2024

Sheet: 1 of 2

Owner: **MISSION SPRINGS WATER DISTRICT**

Project Description: **On-Call Well and Booster Maintenance and Repair Services**

Contractor: **South West Pump & Drilling, Inc.**

The following changes are hereby made to the Contract:

This change order will increase the Contract Agreement from a not to exceed amount of \$150,000.00 to a not to exceed amount of \$197,549.00 and extend the term by 123 calendar days.

JUSTIFICATION

The Contractor shall dismantle and remove the motor, discharge head, and pumping equipment at Well 30. The Contractor will conduct a downhole video inspection survey and furnish comprehensive written reports detailing the well conditions and recommended repairs, in accordance with the attached proposal from South West Pump and Drilling, Inc.

CHANGE TO CONTRACT PRICE





Original Contract Price	<u>\$150,000.00</u>
Current Contract Price adjusted by Previous Change Order(s)	<u>\$ 0.00</u>
Contract Price due to this Change Order	<u>\$ 47,549.00 (Including 10% Contingency)</u>
New Contract Price including this Change Order	<u>\$ 197,549.00</u>

CHANGE TO CONTRACT TIME

Contract Time will be increased	<u>123 Calendar Days</u>
Date for Completion of all Work	<u>October 31, 2025</u>

APPROVALS REQUIRED

To be effective, this Change Order must be approved by the Owner if it changes the scope or objective of the Project, or as may otherwise be required by the Contract Documents.

Requested by: <u></u>	Date: <u>5/20/2025</u>
Mission Springs Water District Danny Friend, Director of Operations	
Recommended by: <u></u>	Date: <u>5/20/2025</u>
Mission Springs Water District Danny Friend, Director of Operations	
Approved by: <u></u>	Date: <u>5/23/2025</u>
Mission Springs Water District Brian E. Macy, PE - General Manager	
Accepted by: <u></u>	Date: <u>05/20/2025</u>
South West Pump & Drilling, Inc. Curtis McCalla - President	



53-381 Highway 111
Coachella
California 92236
Tel: 760.398.3977

Proposal No: P2759
Date: 5/6/2025

Bill To:

Mission Springs Water District
66-575 Second Street
Desert Hot Springs, CA 92240

Well No. 30
Indian Canyon Drive
Mission Lakes Boulevard
Desert Hot Springs, CA 92240

Job No: SALES	Desert Hot Springs 8.75%	
Customer P. O. Number:		
Description	Extended Price	
Shop Labor to Load Tooling Needed to Remove Deep Well Turbine Pumping Equipment	360.00	
Line Item No. 1 - Prevailing Wage Labor to Mobilize 3 Men, Rig & Service Truck to Well Site	4,530.00	
Line Item No. 5 - On-Site Prevailing Wage Labor to Rig-Up, Remove Motor, Discharge Head, 655-Feet of 10-Inch Oil Lube Deep Well Turbine Pumping Equipment, Bowl, Suction Pipe, Rig Down and Secure Well Site - Estimated 21-Hours	14,910.00	
Line Item No. 31 - Perform Down Hole Video Inspection Survey	2,360.00	
Line Item No. 1 - Prevailing Wage Labor to Mobilize 2 Men & Crane Truck to Well Site	4,530.00	
Line Item No. 13 - Prevailing Wage Labor to Rig-Up, Install EMT-24 Survey Tool and Remove the EMT-24 Tool Once Survey Has Been Completed	2,820.00	
Perform EMT-24 Survey	9,906.00	
Shop Labor to Disassemble, Clean and Inspect 655-Feet of Deep Well Turbine Pumping Equipment, Including Bowl Assembly	3,810.00	
* Provide Written Reports with Equipment, Well Conditions and Recommended Repairs Needed.		

Payment will be required upon completion of the work, unless pay terms have been established
** NOTE: TARIFF FEES OR SURCHARGES ON MATERIALS MAY APPLY WITHOUT NOTICE **

Authorized Signature: [Signature] Title: Director of Operations

Date: May 29, 2025 Purchase Order No.: _____

Amount: \$	43,226.00
Sales Tax: \$	0.00
Deposit: \$	0.00
Total Amount: \$	43,226.00

This Estimate is Valid for 30 Days Unless Otherwise Noted

****Please Note - By signing this quote, you are authorizing SWPD to dispose of your old equipment**

Thank You For Your Business!

Contract Period: July 12, 2024 - October 31, 2025 (amended by Change Order No. 1)

South West Pump and Drilling, Inc.
53381 Highway 111
Coachella, CA 92236
Vendor No: 3756

Billing Contact: Kevin Gallagher
(760) 398-3977 ext. 109
kgallagher@swpdinc.com

Payment No.	1	2	3	4	5	6
Date	7/23/2024	3/10/2025	4/30/2025	4/30/2025	4/8/2025	
BID/JOB No.	BID #857	BID #857	Job# 11885	Job# 11884	BID #857	BID #857
Invoice No.	2407-015	2503-002	2504-011	2504-13	2503-003	
Amount Due	\$94,835.69	\$10,747.50	\$3,380.00	\$16,703.00	\$1,425.00	\$22,599.50
Description	Well 24 Supply/Install Pumping Equip. Repairs	Well 24 dead- head repairs.	Well No. 11 Video Inspection	Well No. 28 (NOT YET RECEIVED)	Well No. 24 Vibration Monitoring	Well No. 24 (NOT YET RECEIVED)

Payment No.	7	8	9	10	11	12
Date						
BID/JOB No.	Job# 11886	TBD				
Invoice No.						
Amount Due	\$47,549.00	\$78,725.66				
Description	Well No. 30 (NOT YET RECEIVED)	Well No. 24 Pump Replacement (NOT RECEIVED YET)				

Payment No.	13	14	15	16	17	18
Date						
BID/JOB No.						
Invoice No.						
Amount Due						
Description						

* Board Approved Original Contract Amount of \$150,000.00
* Change Order No. 1 was approved for \$47,549.00 on May 20, 2025 by the Board of Directors.
* Change Order No. 2 of \$78,725.66 pending approval by the Board of Directors on June 16, 2025.

Contract Agreement Amount	\$ 276,274.66	SWPDrilling, Inc. Contract Amount	\$ 276,274.66
Contract Not to Exceed	\$ 276,274.66	Total Billed to Date	\$275,965.35
		Not to Exceed Balance	\$ 309.31