



City of
Los Banos
At the Crossroads of California

Notice to Bidders

Contract Documents for Agricultural Gravel Packed Well for the Los Banos Waste Water Treatment Plant



**CITY OF LOS BANOS
Public Works Department
411 Madison Avenue
Los Banos, CA 93635**

June 14, 2013

Agricultural Gravel Packed Well for the Los Banos Waste Water Treatment Plant

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City of
Los Banos
At the Crossroads of California

CITY OF LOS BANOS
PUBLIC WORKS DEPARTMENT
411 Madison Avenue
Los Banos, California 93635
209-827-7056

NOTICE TO BIDDERS

For the Construction of:

Agricultural Gravel Packed Well for the Los Banos Waste Water Treatment Plant

NOTICE IS HEREBY GIVEN that the City of Los Banos (herein called the "City") invites and will receive sealed Bids up to the hour of 2:00 p.m. PST (Pacific Standard Time) on July 8, 2013 for furnishing to said City for all transportation, labor, materials, tools, equipment, services, permits, utilities, and other items necessary to construct/install said Work. At said time, the sealed Bids will be publicly opened and read aloud in the City of Los Banos Council Chambers by the office of the City Clerk at:

**Los Banos City Hall
520 "J" Street
Los Banos, California 93635**

Bids shall be submitted only on forms provided in the Bid Proposal section. Bids shall be in the hands of the City Clerk of the City of Los Banos, 520 J Street, Los Banos, California, 93635 on or before the hour of 2:00 p.m. PST on July 8, 2013. No late Bids will be accepted, and will be returned unopened. No oral, telegraphic, electronic, facsimile, or telephone bid submittals or modifications will be considered unless specified.

Each Bid must be submitted in a sealed envelope and addressed to the City of Los Banos at 520 J Street, Los Banos, CA 93635. Each sealed envelope containing a Bid Proposal must be plainly marked on the outside as "**Agricultural Gravel Packed Well for the Los Banos Waste Water Treatment Plant: Attention City Clerk**", and the envelope shall also bear on the outside, the name of the contractor, and their address. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the City of Los Banos at 520 J Street, Los Banos, CA, 93635, and also clearly state, "**Agricultural Gravel Packed Well for the Los Banos Waste Water Treatment Plant: Attention City Clerk**".

The major work entails permitting, drilling, testing, developing and installation of an agricultural well for the Waste Water Treatment Facility. This project does not include supplying or installing the concrete pedestal, permanent well pump/motor or any electrical work. The contract time for completion is Ninety (90) consecutive calendar days beginning on the 10th day after the issuance of the "Notice to Proceed". Bids shall be responsive to the Invitation for Bids. The City invites any responsible and experienced licensed contractor to submit a Bid Proposal with all of the required forms.

The Special Provisions, Technical Provisions and Bid Proposal forms can be viewed and/or obtained from the City of Los Banos website at www.losbanos.org. Questions regarding the Special Provisions, Technical Specifications and Bid Proposal forms are to be directed to Gary Hutsell, Assistant Public Works Director, in writing or by email to gary.hutsell@losbanos.org.

The City reserves the right to reject any and/or all Bid Proposals received, and to waive any and all irregularities in any Bid Proposal.

Each Bid Proposal must be accompanied by a Bid Security payable to the City of Los Banos for an amount not less than 5% of the Total Bid Price or a Bidder's Surety Bond executed by a surety authorized by the Insurance Commissioner to transact business of insurance in the State of California. No Bid Proposal shall be considered unless accompanied by either security.

This Project is subject to California State **Prevailing Wage**.

The Contractor's license classification(s) required for this Project shall be **C57** as a minimum.

SECTION 1.02 DEFINITIONS, TERMS, AND ABBREVIATIONS

DEFINITIONS: Whenever the following terms occur in the Contract Documents, the meaning shall be interpreted as follows:

Addenda – Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements and the Contract Documents.

Agreement – The written instrument which is evidence of the agreement between City and Contractor covering the Work.

Award of Contract – The action taken by the City Council in regular session accepting the Bid Proposal for the Work from the responsible low bidder.

Bid Proposal – The complete set of forms submitted by the bidder in a sealed envelope and in the hands of the City Clerk by the deadline.

Bidder – Any individual, partnership, corporation, joint venture, or other combination thereof submitting a Bid Proposal for the Work contemplated, acting directly or through an authorized representative.

City – The City of Los Banos, City Council, Public Works Department, or any of its authorized representatives.

City's Representative – Any person or firm authorized in writing by the City of Los Banos to represent it during the performance of the Work by the Contractor. The City's Representative means the City's Representative or its assistants.

Contract Change Order – A written order to the Contractor signed by the City and Contractor directing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract time issued after the effective date of the Contract.

Contract – The entire and integrated written agreement executed between the City and the Contractor concerning the Work.

Contract Documents – The complete set of contract requirements, special provisions, technical provisions, bid proposal documents and agreement. The Contract Documents supersedes prior negotiations, representations or agreements, whether written or oral.

Contractor – The individual, partnership, corporation, Joint venture, or other combination thereof who has entered into the Contract with the City for the performance of the Work. The term "Contractor" means the Contractor or its authorized representative.

Contract Price – The amount of money for which the Contract is awarded.

Days – Unless otherwise specified, days shall mean consecutive calendar days.

Notice of Award – The written notice by the City to the successful Contractor informing of the execution of Contract Agreement.

Notice to Bidders – The announcement to contractors that the City is advertising the prescribed work for the solicitation of bids for the Project.

Notice to Proceed – The written notice by the City to Contractor fixing the date on which the Contract time will start.

Plans – The drawings, profiles, cross sections, working drawings, and shop drawings or a reproduction of the originals which show the location, character, dimensions, and scope of the Work to be done.

Project – Drill and develop an agricultural gravel packed well as described for the Waste Water Treatment Facility.

Provisions – The details of the project as described in Sections 1-5 of the contract documents.

Subcontractor – An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.

Utility – Any public or private fixed works for the transportation of fluids, gases, power, signals, or communications.

Work – Any and all obligations, duties, and responsibilities necessary to complete the construction assigned to, or undertaken by, the Contractor pursuant to the Provisions and Plans including all labor necessary to produce such construction and all materials, equipment, and supplies incorporated or to be incorporated in the construction.

TERMS: Wherever the terms "required," "permitted," "ordered," "designated," "directed," "prescribed," or terms of like import are used, it shall be understood that the requirements, permission, order, designation, prescription, or direction of the City's Representative is intended. Similarly, the terms "acceptable," "satisfactory," "or equal," or terms of like import shall mean acceptable to or satisfactory to the City's Representative, unless otherwise expressly stated. The word "provide" shall be understood to mean furnish and install. Whenever the context so requires, the singular shall include the plural, and the masculine and neuter genders shall each include the other.

ABBREVIATIONS: Whenever the following abbreviations occur in the Contract Documents the meaning shall be interpreted as follows:

CCO – Contract Change Order

PDT – Pacific Daylight Time

PST – Pacific Standard Time

SECTION 1.03 BID REQUIREMENTS AND CONDITIONS

1.03.01 - General

All Bid Proposals shall be submitted on the proper forms furnished in the Bid Proposal **Section 3.00**. The City may waive any informalities or minor defects or reject any and all Bid Proposals. Any Bid Proposal may be withdrawn prior to the above scheduled time for the opening of Bid Proposals or authorized postponement thereof. Any Bid Proposal received after the time and date specified shall not be considered. No contractor may withdraw a Bid Proposal within ninety (90) calendar days after the actual date and time of the opening thereof, and shall remain firm unless otherwise specified. Award of Bid will be to the lowest responsive and responsible bidder as determined by the City. A conditional or qualified Bid Proposal will not be accepted. Should there be reasons why the Bid Proposal cannot be awarded within the specified period; the time may be extended by mutual agreement between the City and the Contractor.

The Bid Form shall be signed by a person or persons legally authorized to bind contractor to the Contract. The individuals signing each document form shall warrant that they are authorized to bind the contractor.

As soon as the Bid Proposal amounts have been compared, the City will return the bid security of all bidders, except the three lowest responsive and responsible bidders. When the Bid Proposal is awarded, the bid securities of the two remaining responsive and responsible bidders will be returned. The Bid Security of the lowest responsive and responsible bidder will be retained until such time as the City of Los Banos has executed the Contract with the lowest responsive and responsible bidder.

This Contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Each contractor is responsible for the review of the Provisions and Plans. The failure and omission of any contractor to do any of the foregoing shall not relieve any contractor from any obligation with respect to the Bid Proposal. Any addendums will be released, as necessary, at www.losbanos.org. Addendums shall be signed, dated and submitted with contractor Bid Proposal.

The Work is generally described as drilling, testing, test pumping, and developing/installing permanent well casing/column. The installation of concrete pedestal, pump motor and all electrical work is **NOT** included in these bid documents.

All Bid Proposals must contain one complete original set of Bid Proposal forms located in Section 3.00 entitled "Bid Proposal". The Bid Proposal forms to be included are: Bid Form, Bid Bond, Subcontractors List, Debarment and Suspension Certification, Certificate of Contractor, and Addendum, if necessary.

The Total Bid Price on the Bid Form shall be filled in, in **ink or typewritten**, and fully completed and executed when submitted. Mistakes must be corrected and the correction inserted; correction must be initialed in ink by person signing the Bid Form.

The Contractor's license classification required for this Project shall be Class **C57** as a minimum. The City does not warrant that all classifications required for this Project are listed. Contractor shall provide proof of license to the City.

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications or questions of the Notice to Bidders shall be made in writing or by email and deliverable to:

City of Los Banos Public Works Department
Attn: Gary Hutsell
gary.hutsell@losbanos.org
411 Madison Avenue
Los Banos, CA 93635

Requests for clarification or questions shall be delivered to the City, Attn: Gary Hutsell, by 5:00 p.m. PST on June 26, 2013. Any City response to a request for clarification, questions and answers will be posted to the City's website at www.losbanos.org no later than 5:00 p.m. PST, June 28, 2013 and if necessary become a part of the Bid Proposal as an Addendum.

The proposed timeline of events associated with the awarding of Bid Proposal are the release of advertisement for bids June 14, 2013; the deadline to submit questions or clarifications is 5:00 p.m. June 26, 2013; addendums will be posted for any questions or clarifications by 5:00 p.m. June 28, 2013; the Bid opening is 2 p.m. July 8, 2013; the Award of Bid by City Council is July 17, 2013; and a Notice to Proceed may be issued by August 1, 2013. The dates for the Award of Bid by City Council and the issuance of the Notice to Proceed are tentative.

The City reserves the right to reject any or all Bid Proposals, to waive any informalities in the Bid Proposal, and to withhold award for a period of ninety (90) calendar days from the Bid Proposal opening.

1.03.02 – Qualification of Contractor

The City may make an investigation, at the City's discretion, to determine the ability of the Contractor to supply and complete the Project Work designated by the Provisions. The City shall have the right to request from the Contractor all pertinent data required for this investigation. The City reserves the right to reject any Bid Proposal if data from its investigation and/or provided from the Contractor does not satisfy the City that the Contractor is not qualified to perform the Project Work.

1.03.03 – Required List of Subcontractors

Each Bid Proposal shall have listed therein the name and address of each Subcontractor to whom the bidder proposes to subcontract portions of the Work in an amount in excess of 1/2 of one percent of Total Bid Price or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions. A sheet for listing the subcontractors, as required herein is included in the Bid Proposal section.

1.03.04 – Payment of Withheld Funds

The City shall retain 5% of each payment from Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the Contract Work, and pay retention to the Contractor based on these acceptances. The Contractor, or Subcontractor, shall return all monies withheld in retention from a Subcontractor within 30 days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Contract Work by the City. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. Any violation of this provision shall subject the violating Contractor or Subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance.

1.03.05 – Insurance

The Contractor shall not commence Work under this Contract until he has obtained all the insurance required under this Section and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved. All insurance required under this Section shall be maintained at the expense of the Contractor continuously during the life of the Contract up to the date of acceptance of the Work by the City.

1. Commercial General Liability and Automobile Liability Insurance – The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:
 - 1.1 Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
 - A. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
 - B. Insurance Service Office Form Number CA 0001 (ed. 1/87) covering Automobile Liability, Code 1 (any auto)
 - 1.2 Limits – The Contractor shall maintain limits no less than the following:
 - A. General Liability – One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the City) or the general aggregate limit shall be twice the required occurrence limit.
 - B. Automobile Liability – One million dollars (\$1,000,000) per accident for bodily injury and property damage combine single limit.
 - 1.3 Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions.
 - 1.5 Acceptability of Insurers – Insurance is to be placed with insurers having a current A.M. Best's rating of no less than A-: VII or equivalent.
2. Workers' Compensation and Employer's Liability Insurance – The Contractor and all Subcontractors shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, regardless of whether such coverage or insurance is mandatory or merely elective under law, and the Contractor shall defend, protect and save harmless the City and their directors, officers, employees, agents and volunteers from and against all claims, suits, and actions arising from any failure of the Contractor or any Subcontractor to maintain such insurance. Before beginning Work, Contractor shall furnish to the City satisfactory proof that he has taken out for the period covered by the Work under this Contract, full compensation insurance for all persons employed directly by Contractor or through Subcontractors in carrying out the work contemplated under this Contract, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof.

The Contractor shall provide employer's liability insurance in the amount of, at least, \$1,000,000 per accident for bodily injury and disease.

The Contractor shall provide the City with a certificate of Workers 'Compensation and Employers' liability insurance coverage.

In signing the Contract Agreement, Contractor makes the following certification required by Section 1861 of the Labor Code:

"I am aware of the provisions of Section 3700 of the Labor Code which requires each employer to be insured against liability for workmen's compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

3. Evidences and Cancellation of Insurance – Prior to execution of the Contract, the Contractor shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and certificate of insurance (Accord Form 25-S or equivalent). All evidence of shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insurers, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer will give by certified mail, written notice to the City at least thirty (30) days prior to the effective date of any cancellation, lapse or material change in the policy.

The Contractor shall, upon demand of the City, deliver to the City all such policy or policies of insurance and the receipts for payment of premiums thereon; and should the Contractor neglect to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to the City, then it shall be lawful for the City to obtain and maintain such insurance, and the Contractor hereby appoints the City the true and lawful attorney-in-fact to do all things necessary for this purpose. All money paid by the City for insurance premiums under the provisions of this article shall be charged to the Contractor.

1.03.06 – Performance of Subcontractors

The Subcontractors listed by you on the Bid Proposal form shall list therein the name and address of each Subcontractor to whom the Bidder proposes to subcontract portions of the Work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

1.03.07 – Subcontracting

The Contractor shall perform with the Contractor's own organization Contract Work amounting to not less than 50 percent of the original Contract Price. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the Contract. Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at: <http://www.dir.ca.gov/DLSE/Debar.html>

1.03.08 - Progress Payments

The City shall, on or before the tenth day of each calendar month after actual construction Work is started, cause an estimate in writing to be made by the City's Representative of the value of the Work completed by the Contractor and of materials delivered on the ground at the site(s) of the Work or stored subject to or under the control of the City to the first of the month in which the estimate is made. In estimating such value, the City's Representative may take into consideration, along with other facts and conditions deemed by it to be proper, the ratio of the difficulty or cost of the Work done to the probable difficulty or cost of the Work remaining to be done. The City shall retain 5 percent of such estimated value as part security for the fulfillment of the Contract by the Contractor and shall by the end of each month in which the estimate is made, pay to the Contractor the balance of such estimated value after deducting all previous payments and all sums to be kept or retained under the terms of the Contract.

1.03.09 – Protest Procedure

1.03.09.01 – The lack of prompt procedure to resolve disputes regarding the bidding process would impair the City's ability to carry out its purpose of contracting this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in the Provisions, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid Proposal to the City for this Project, the Contractor agrees to comply with and to be bound by this procedure.

1.03.09.02 – Any Bid Proposal protest must be submitted in writing and received by the City Clerk's Office at 520 J Street, Los Banos, California before 5:00 p.m. of the fifth (5th) business day following the Bid Proposal opening. Untimely protests will not be accepted or considered. A "business day" means a weekday during which the City Clerk's Office is open and conducting business.

1.03.09.03 – The Bid Proposal protest must contain a complete statement of the basis for the protest, and all supporting documentation. The party filing the protest must have actually submitted a Bid Proposal for the Project. A Subcontractor of a Contractor submitting a bid for the project may not submit a Bid Proposal protest. A Contractor may not rely on the Bid Proposal protest submitted by another bidder, but must timely pursue his or her own protest.

1.03.09.04 – The protest must refer to the specific portion or portions of the Provisions upon which the protest is based. The protest must include the name, address and phone number of the person representing the protesting bidder if different from the protesting bidder.

1.03.09.05 – The bidder filing the protest must concurrently transmit a copy of the Bid Proposal protest and all supporting documentation, as required above, to all other bidders with a direct financial interest which may be affected by the outcome of the protest, including all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

1.03.09.06 – The bidder who's Bid Proposal has been protested may submit a response to the Bid Proposal protest. Such response shall be submitted in writing and received by the City Clerk's Office before 5:00 p.m. of the fifth (5th) business day following the receipt by the City Clerk of the Bid Proposal protest, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving and award depending upon the outcome of the protest.

1.03.09.07 – The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of Bid Proposal protest. The bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Proposal protest, including filing a challenge of the award pursuant to the California Public

Contracts Code, filing of a claim pursuant to the Government Code Claim, or filing any other legal proceedings.

1.03.09.08 – Should the City receive a timely protest, a protest hearing shall be held before the City Manager or designee at 10:00 a.m. on the seventh (7th) business day following the receipt by the City Clerk of the Bid Proposal protest at 520 J Street, Los Banos, California 93635. All interested parties may appear and offer testimony at the hearing. Formal rules of evidence shall not apply at the hearing, nor shall testimony under oath be required. The burden of proof shall be on the party submitting the protest. The City Manager or designee shall issue a written decision sustaining or denying the protest. The decision of the City Manager or designee shall be final.

1.03.09.09 – If the City determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined ineligible for future Contract awards by City.

1.03.10 – Prevailing Wage

This Project is subject to California State prevailing wage requirements.

SECTION 1.04 START OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES

After the City Council of the City of Los Banos has awarded the Contract to the successful Bidder, the Public Works Department shall issue a "Notice of Award". The "Notice of Award" shall include a listing of all required submittals and the Agreement for signature(s). The Contractor shall have twelve (12) calendar days in which to send all submittals and signed Agreement to Public Works. The Contractor may request extra time, solely at the City's discretion, in which to submit shop drawings or construction submittals.

Once all contract submittals have been submitted and approved, the City will issue a "Notice to Proceed". The Contractor shall have ten (10) calendar days to begin Work from the date on the "Notice to Proceed".

The Work shall be diligently ongoing to completion within the 90 calendar day period beginning on the 10th calendar day after receiving the "Notice to Proceed".

The Contractor shall pay to the City the sum of \$500.00 per day, for each calendar day delay in completing the work past the 90 calendar day working period.

SECTION 2.00 TECHNICAL PROVISIONS

SECTION 2.01 GENERAL

2.01.01 – Scope of Work

The Contractor shall furnish all permits, labor, materials and equipment necessary to complete the Work as specified in the Provisions, and in strict accordance with the conditions of the Contract. All incidental work not shown or specified herein which is necessary to complete the Work shall be furnished and installed as part of this Contract at no additional cost to the City. The Work shall be complete and ready for service as specified to the satisfaction of the City. The Contractor is advised to inspect the site to observe actual working conditions.

The Work is generally described as drilling well, water quality testing, test pumping, and developing/installing permanent well casing/column. The installation of concrete pedestal, pump motor and all electrical work is **NOT** included in these bid documents.

2.01.02 – Hours of Work

Construction work shall be completed between the hours of 7:00 a.m. and 9:00 p.m. Monday through Friday and between 8:00 a.m. and 5:00 p.m. on Saturday and Sunday using normal construction practices. Additional restricted hours of work, due to construction method are outlined in Section 2.03.03. The Contractor may request to the City to perform construction outside of these specified hours.

2.01.03 – Construction Area Underground Utility Markings

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing any excavation for construction area sign posts. The regional notification center included but is not limited to the following:

USA NORTH
811 / 1-800-227-2600

2.01.04 – Rules, Regulations, and Code

All work and materials shall conform to the latest codes, rules and regulations of the following:

1. State codes and ordinances.
2. Local City and/or County ordinances.
3. State and County Health Department Requirements.
4. City of Los Banos Standard Specifications.
5. California Building Code.

Nothing in these Provisions and Plans is to be construed to permit Work not conforming to the above; expense for compliance with the above shall be paid for by the Contractor. Whenever the Provisions and Plans require higher standards or larger sizes than those required by the Ordinances and Statutes, the Provisions shall take priority.

2.01.05 – Damage to Premises

The Contractor shall be responsible for all damage to any part of the work site caused as a result of his Work in connection with the Contract.

2.01.06 – City Permits and Business Licenses

The Contractor shall apply and have issued a Well Drillers Permit from the County of Merced and an Encroachment Permit from the Public Works Department prior to start of construction.

The Contractor and all Subcontractors working within the city limits of Los Banos shall apply for and have issued a Business License from the City of Los Banos (209-827-7000).

2.01.07 – Protection of Storm and Sewer

Prevent construction material, earth or other debris from entering existing storm, or sewer structures and adjacent waterways.

2.01.08 – Protection of Waterways

- a. Observe rules and regulations of State of California and agencies of U.S. government prohibiting pollution of lakes, streams, rivers or wetlands by dumping of refuse, rubbish, dredge material or debris.
- b. Provide holding ponds or accepted method which will divert flows, including storm flows and flows created by construction activity, to prevent excessive silting of waterways or flooding damage to property.

2.01.09 – Disposal of Excess Excavated and Other Waste Materials

Excess excavated material not required or not suitable for backfill and other waste material shall be disposed of in accordance with local regulatory requirements. Provide watertight conveyance for liquid, semi-liquid or saturated solids which tend to bleed during transport. Liquid loss from transported materials is not permitted, whether being delivered to construction site or hauled away for disposal. Fluid materials hauled for disposal must be specifically acceptable at selected disposal site.

2.01.10 – Water Supply

Water will be available to the Contractor in performance of the Work without charge from all City fire hydrants. Prior to the use of any hydrant the Contractor shall notify the City's Public Works Department and obtain and install a meter furnished by the Public Works Department on the fire hydrant. It will be the Contractor's responsibility to convey the water to the work site. Regardless of the method of conveyance chosen, it shall not be cause for closure of any streets nor shall it create a nuisance to nearby residents. An air gap shall be maintained between the hose or pipe discharge to prevent possible backflow in the event of distribution system pressure loss. The Contractor shall pay a deposit for the use of the fire hydrant meter. The deposit may be refunded in full if the fire hydrant meter is returned undamaged.

2.01.11 – Notifications

The City will notify the Contractor in writing of any non-compliance with the foregoing provisions or of any environmentally objectionable acts and corrective action to be taken. State or local agencies responsible for verification of certain aspects of the environmental protection requirements shall notify the Contractor in writing, through the City, of any non-compliance with State or local requirements. The Contractor shall, after receipt of such notice from the City or from the regulatory agency through the City, immediately take corrective action. Such notice, when delivered to the Contractor or his authorized representative at the site of the Work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the City may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is later determined that the Contractor was in compliance.

SECTION 2.02 BID ITEM DESCRIPTIONS

2.02.01 – General

Work under this Contract will be paid on a Lump Sum basis as outlined on the Bid Form for the quantity of Work installed.

The Lump Sum prices shall include full compensation for furnishing the permits, testing, labor, materials, tools, equipment, and doing all the work involved in the Project. The Lump Sum prices on the Bid Form shall include full compensation for completed Work as stated in these Bid Item Descriptions and Detailed Work Descriptions of the Technical Provisions.

The Lump Sum price for the Work is intended to establish Total Bid Price for the Work in its entirety to the satisfaction of the City. Should the Contractor feel that a specific cost of the Work has not been identified

by specific items in the Bid Form, Bid Item Descriptions and/or Detailed Work Descriptions; Contractor shall include the cost for that specific work in some related Lump Sum price. The Bid Form shall reflect the Total Bid Price and include full compensation for the Work of this Project in its entirety to the satisfaction of the City. All labor costs shall be included in the Lump Sum price.

2.02.02 – Descriptions

Bid Item # 1 – Agricultural Gravel Pack Irrigation Well

Lump Sum price for all permits, materials, tests, equipment, and labor as specified in Section 2.03 Detailed Work Descriptions.

SECTION 2.03 DETAILED WORK DESCRIPTIONS

2.03.01 – General

This section covers the construction of a gravel packed agricultural well. It includes all materials, labor, tools, and equipment related to the satisfactory construction, development and test pumping of the well.

REFERENCES

American Society for Testing and Materials (ASTM)

American Welding Society (AWS)

American Water Works Association (AWWA)

National Science Foundation (NSF)

2.03.02 - Submittals

Submit certified test reports of blank well casing to show compliance with both the physical and chemical properties of the material.

Submit certified test reports of slotted screens to show compliance with both the physical and chemical properties of the material.

Submit a gradation description, sample and certified sieve analysis of the gravel pack material.

Submit data sheets for solvent cement demonstrating compliance with ASTM D2564 and F656.

2.03.03 - Products

General

Provide a complete rotary or reverse circulation rotary drilling unit in which the uncased wall of the drill hole is held in place at all times with a circulating fluid. Provide tools, accessories, power, lighting, water, other equipment, and experienced personnel necessary to conduct efficient drilling operations at the site.

Drill Rig and Pipe

The drilling unit and associated equipment for the production well shall be in good condition capable of drilling the production well and lowering the casing and screen without flotation.

The drilling pipe shall be in good condition and shall be connected by standard tool or flange-type joints. However, if flange-type drill pipe is used, do not use air wrenches to make connections after 7 p.m. or before 7 a.m. in areas where residences are less than 500 feet away. Either internal or external air lines may be used. Provide sufficient air line onsite so that the well can be drilled to its entire depth.

Equip the drilling rig with instruments capable of continuous chart recording of drill penetration rate, weight on the drill, and drill rpm.

Drilling Fluids

Use only fresh water in drilling fluids, whether employed alone or in combination with drilling additives. Drilling fluid additives will be allowed for direct circulation rotary drilling and only under extreme circumstances if the reverse circulation rotary method is used. Use only commercial clays or commercial chemical products in common usage in the project area for water well drilling in the makeup of any drilling fluid. Biodegradable muds will not be allowed. Do not perform drilling with a mixture of water and unprocessed mud, clay, or other materials. The drilling fluid shall possess such characteristics as are required to adequately maintain the walls of the hole to prevent caving of the walls as drilling progresses and to permit recovery of representative samples of cuttings. Drilling fluid recirculated to the drill pipe or borehole shall not contain in excess of 5% sand.

Maintain controlled drilling fluid characteristics during the entire operation of well construction. If drilling fluid additives are used, retain or employ an experienced, qualified mud engineer on the job during all operations to supervise and maintain drilling fluid characteristics.

Grout Seal

Cement shall conform to ASTM C150, Type II.

The material used to seal the upper portion of the well shall be a sand-cement grout. The grout mix shall consist of not more than two parts by weight of sand, one part by weight of cement, to 5 gallons of water per sack of cement, unless otherwise approved by the Owner's Representative.

Blank Well Casing (thermoplastic)

Provide 17.4-inch nominal diameter blank well casing. Wall thickness shall be SDR 21, except as noted in subsection on "Casing Centralizers" and shall conform to ASTM F480. Do not fabricate casing in less than 20-foot lengths. Pipe shall be hydrostatically tested by the manufacturer.

All casing shall be NSF approved for potable water. The casing shall be marked or labeled following the requirements in NSF Standard No. 14.

Casing joints shall be furnished with a collar for solvent welding or threaded by the manufacturer.

Casing material shall be new.

Slotted Casing (thermoplastic)

The well screen shall be manufactured from the same material as the well casing and shall be of the slotted type, with machine-made openings that are perpendicular to the axis of the casing. The slotted screen shall be as manufactured by Johnson Screens, Certain Teed or equal.

The screen shall have a wall thickness of SDR 21.

Slot openings of well screen shall be 0.05 inch.

The screen shall be 17.4-inch nominal diameter and shall not be fabricated in less than 20-foot lengths.

Casing Centralizers

Provide casing centralizers. Centralizers shall be manufactured by Johnson Screens, Roscoe Moss Company, or equal. The centralizers shall be of the same chemical and physical properties as the well casing.

Solvent Cement

Solvent cement for socket joints shall comply with ASTM D2564 and F656.

Gravel Pack

Gravel for the filter gravel pack shall be hard, well rounded water-worn gravels, washed clean of silt, sand, dirt, and foreign matter. Under no circumstances shall crushed rock be installed in the well. The gradation shall be as follows:

Sieve Size	Percentage Passing
3/8"	100%
No. 4	88 – 96%
No. 8	62 – 78%
No. 12	36 – 58%
No. 16	20 – 40%
No. 20	7 – 20%

Gravel Feed Tube

The permanent gravel feed tube shall be a 3-inch-diameter Schedule 40 galvanized steel/PVC pipe. The top of the gravel feed tube shall extend to the elevation as shown in the Drawings. Fit the top of the gravel feed tube with a threaded watertight cap.

Sounding Tube

The sounding tube shall be 2-inch-diameter Schedule 40 galvanized steel/PVC pipe. Fit the top of the pipe with a threaded watertight cap at the completion of site activities. The bottom 10 feet of the sounding tube shall be perforated well casing with the same slot opening size as the production well screen. The interior of the sounding tube shall be smooth and allow the passage of geophysical tools into the well.

Dummy Test

Test the straightness of the well casing by lowering a 40-foot-long dummy into the well. The outer diameter of the dummy shall be 1/2 inch less than the inside diameter of the well casing. The dummy shall consist of a rigid spindle of extra-heavy pipe with three rings rigidly fixed to the pipe so that they cannot move longitudinally along the pipe spindle. The rings shall consist of material that will not harm the interior of the casing while being lowered or raised.

Discharge Line and Meter

Provide temporary discharge piping required to convey well development and well testing water to the appropriate disposal area. The discharge line shall have a capacity of 5,000 gpm. The discharge line shall include an in-line meter with six-digit, straight reading totalizer, registering in units of 1,000 gallons, together with a rate of flow indicator dial, which reads in gpm and is suitable for the expected flow range of 500 to 5,000 gpm.

Dispersing Agent

The dispersing agent shall consist of a mixture of approximately 16 pounds of sodium hexametaphosphate, 4 pounds of sodium carbonate, and 1 quart of 5.25% sodium hypochlorite per 100 gallons of water in the well.

Test Pump

Provide a test pump with variable speed prime mover. If an engine is used, provide an exhaust silencer if within 500 feet of a residence. The pump furnished shall be of the deep-well turbine type capable of pumping up to 5,000 gpm. The bowl setting shall be at 130 feet unless otherwise specified by the Owner's Representative. Provide a throttling device so that the discharge can be reduced to 500 gpm.

Sand Tester

Provide a Rossum centrifugal sand separating tester for measuring the amount of sand produced during pumping.

2.03.04 - Execution

Mud Pit Construction

The location of the mud pit shall be approved by the Owner's Representative. Earthen material excavated from the mud pit shall be stockpiled at the site for re-use in backfilling the pit.

Well Casing Borehole Drilling

Drill a 26-inch casing borehole using the direct or reverse circulation rotary method to the depth shown on the Drawings. Protect the top portions of the casing hole from caving or raveling.

Casing Installation - General

When the casing borehole has been completed, install the blank casing, sounding tube, gravel feed tube, and screen as shown on the Drawings. The casing shall be lowered into the borehole with the collar facing upward. The following end of the casing shall be inserted into the collar.

Solvent-Welded Joints for Thermoplastic Casing

Remove burrs and wipe off all dust, dirt, and moisture from surfaces to be cemented with a clean cloth.

Apply primer to the surface of the well casing pipe and coupling to form a continuous bond between the mating surfaces.

Apply a moderate even coating of cement in the well casing coupling covering the well casing pipe joining surface only. Quickly apply cement to the outside of the well casing pipe making sure the coated distance on the well casing pipe is equal to the depth of the well casing pipe coupling socket.

Insert the well casing pipe into the well casing pipe coupling, turning the well casing pipe to ensure even distribution of cement. Make sure the well casing pipe is inserted to the full depth of the of the well casing pipe coupling socket utilizing a plastic pipe joiner. Do not disturb the coupling joint until after the cement has set.

Centralizers

Attach three guides positioned 120 degrees apart horizontally to the exterior of casing and screen at intervals of not more than 100 feet and at screen joints to centralize and hold the casing in the proper position until the gravel is in place. Material shall be the same as the casing to which they are attached. Place the first set of guides 5 feet from the bottom of the casing with end cap. Align guides to allow installation of a temporary tremie pipe to the bottom of the well and installation of the permanent gravel feed tube below the bottom of the lowermost grout seal.

Assembly Installation

Suspend the well casing and screen string in tension from the surface by means of a clamp. The bottom of the casing shall be at a sufficient distance above the bottom of the hole as to ensure that none of the casing assembly will be supported from the bottom of the hole.

If for any reason the casing and screen cannot be placed in the correct position or at a depth acceptable to the Owner's Representative, construct another well at an adjacent location selected by the Owner's Representative and complete this well in accordance with the specifications and drawings at no additional cost to the Owner. Seal the abandoned hole according to the Merced County Health Department requirements at no additional cost to the Owner.

If any of the casings or screen should collapse prior to well completion, withdraw them and replace at no additional cost to the Owner.

Gravel Pack

Keep gravel free of all foreign matter if stockpiled at the well site.

Prior to placement of the gravel envelope, thin the drilling fluid with clean water in accordance with the instructions of the Owner's Representative. Install gravel pack specified in the annular space between the reamed hole and the casing and screen through a temporary construction tremie pipe, as approved by the Owner. Use a gravel pump for installing the gravel.

During the entire gravel packing operation, circulate clean water through the annular space between the wall of the borehole and well screen and casing. While the filter gravel pack is being placed, work a swab opposite all screened sections as the well is simultaneously air lift pumped. As the gravel settles, add more. Continue this operation until there is no further measurable settlement of the gravel pack.

Upon completion of this operation and after removal of the swab, remove rock, sand, and foreign materials from the casing by bailing. Refill the annulus with filter gravel to the level shown on the drawings. The filter gravel pack shall extend a minimum of 10 feet above the bottom of the permanent gravel feed tube.

Grout Seal

When installation and settlement of the gravel pack is complete, fill the remaining open annular space between the casing and the borehole from the bottom up with the grout mix specified using a grout tremie pipe. Do not allow grout to free-fall into the well. The grout seal shall extend to the ground surface, sealing the annular space between the bore hole and the well casing.

For thermoplastic casing installations, take care or incorporate measures to ensure the plastic casing and joints are not subjected to excessive heat developed during curing of the grout.

Upon completion of grouting, the level of grout shall be even with the ground surface. After grouting operations are completed, leave the grout undisturbed for a period of not less than 24 hours.

Plumbness and Alignment Test

Lower the dummy throughout the entire length of the casing. Should the dummy fails to move freely throughout this entire length, take corrective measures at no additional cost to the Owner.

The Contractor shall guarantee that the well, when completed, shall be sufficiently straight, plumb, and free of obstructions or constrictions to facilitate the successful installation and operation of a permanent deep-well turbine pump placed just above the screen interval.

Plumbness and alignment tests shall be conducted in the presence of the Owner's Representative.

Development by Surging

Surge block development of the well shall begin by gently surging in the blank casing immediately above the highest section of well screen. The well shall be simultaneously airlift pumped. Surging and air lift pumping shall continue by sections downward to the bottom of the lowermost screen and shall continue until no additional appreciable quantity of sand or mud is brought into the well. Upon approval by the

Owner's Representative, the surge block and air line shall be removed and foreign material shall be removed by bailing.

Twenty-four hours prior to commencement of well development by test pumping, inject a solution of the dispersing agent specified into the screened section.

Gently surge the dispersing mixture into the well with a bailer or with the test pump, if installed. Then leave the well undisturbed for a period of 24 hours.

Development by Pumping

The rate of water being pumped from the well at commencement of development pumping shall begin at 500 gpm and be gradually increased to a maximum of 3,800 gpm as the water clears. Every 8 to 12 minutes, stop the pump and allow the water in the pump column to flow back through the pump bowls and through the screened sections into the aquifer. This procedure, with increasing pumping rates, shall be repeated as development of the well continues and shall be done in a manner satisfactory to the Owner's Representative.

Continue development of the well until the well produces not more than 5 ppm of sand by volume within 20 minutes after pumping at a rate specified by the Owner's Representative (approximately 2,500 gpm) and the specific gravity (gpm per foot of drawdown) no longer increases with time. If, during the development operations, there is any indication of settlement of the gravel pack, add more gravel. Record and report the quantity to the Owner's Representative.

Testing for Yield and Drawdown

Following development of the well, the Contractor shall perform a complete pumping test of the well including step rate and recovery tests. The Contractor shall cooperate with the Owner's Representative who will be present during the test pumping procedure. The actual test pumping rates will be furnished by the Owner's Representative upon completion of well development. Well shall remain idle for at least 12 hours overnight prior to commencement of the test, and static or non-pumping level shall be determined prior to the pump test.

The pumping equipment shall be of the variable speed type and shall be the same equipment as used during the well development procedure. Gauges, valves, meter, access tubes, and other equipment required shall be installed prior to beginning the pump test procedure.

The pump shall be operated continuously for a period of 24 hours at the rates selected by the Owner's Representative. The pumped water shall be disposed of in a manner similar to the development water.

During the test, the discharge of the pump shall be measured with an accurate totalizing meter supplied by the Contractor and approved by the Owner's Representative. The pump discharge shall be maintained during the test within plus or minus five (5) percent of the desired pumping rate.

Upon completion of the pump test the well shall remain undisturbed for a period of at least 12 hours to allow water recovery rates to be measured. After the pump is removed, all sand and debris shall be removed from the bottom of the well.

Casing Closure

Except when work is in progress, the top of the well shall be securely capped, both day and night, as to effectively prevent either tampering with the well or entrance of foreign matter.

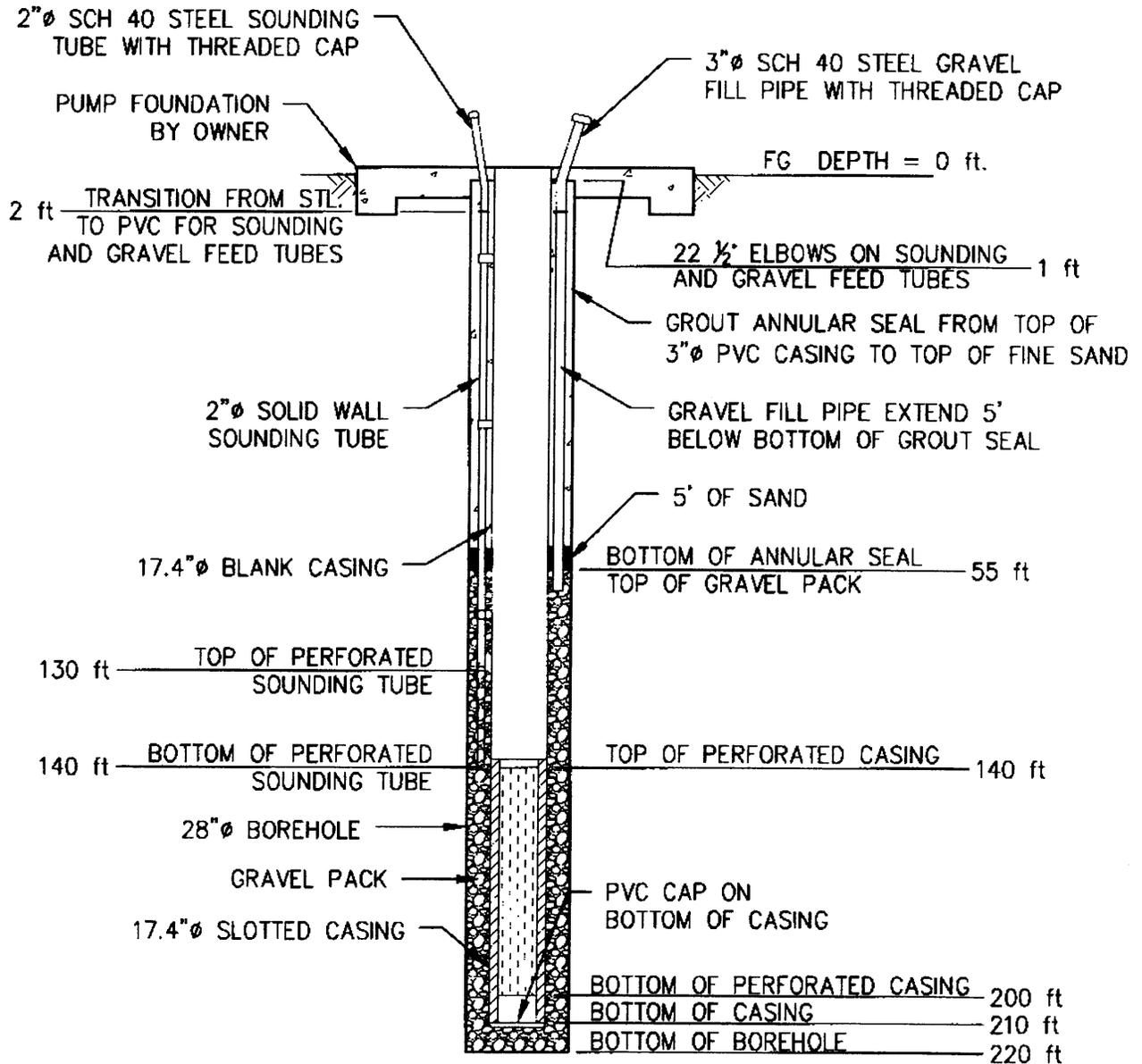
Upon completion of the well, the top of the well casing shall be temporarily capped by means of a cap or steel plate securely fastened or spot welded in place. The cap or plate shall effectively seal the well casing.

Cleanup

Upon completion of well development and testing, the Contractor shall leave the construction site in a clean and neat condition, free of all trash and debris. All drilling cuttings from the mud pit shall be removed from the well site and the mud pit backfilled and compacted with the stockpiled material from construction. Backfill material shall be compacted to not less than 85% of Maximum Dry Density in accordance with ASTM D 1557.

SECTION 2.03.05

NOTE: COORDINATE ALIGNMENT OF SOUNDING TUBE AND GRAVEL FILL PIPE WITH OWNER.



CITY OF LOS BANOS
 MERCED COUNTY, CALIFORNIA
 WWTP AG WELL
 WELL CROSS SECTION

DESIGN ENGINEER:
 G.W. ROGERS
 DATE: 06/10/2013
 JOB NO: 35012L2
 SHEET 1 OF 1

6/10/2013 11:18 AM \\blonero\vol_clients\clients\City of Los Banos\3501\35012L2-General Services\DWG\SET\WWTP Well Casing.dwg -David Mearns

SECTION 2.04 CHANGES IN WORK

2.04.01 – General

The City may require changes in, additions to, or deductions from the Work, including complete termination thereof. Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such change or addition shall be determined as set forth in Section 2.04.02 of Section 2.04.

The City's Representative may order minor changes in the Work not involving an increase or decrease in the Contract amount, not involving a change in the time for completion, and not inconsistent with the purposes for which the Work is being constructed. If the Contractor believes that any order for minor changes in the Work involves changes in the Contract amount or time for completion, it shall not proceed with the minor changes so ordered and shall within seven days of the receipt of such order notify the City's Representative in writing of its estimate of the changes in the Contract amount and time for completion it believes to be appropriate.

No payment for changes in the Work will be made, and no changes in the time for completion by reason of changes in the Work will be made, unless the changes are covered by a written Contract Change Order approved by the City in advance of the Contractor's proceeding with the changed Work.

2.04.02 – Payment for Changes in the Work

Changes in, additions to, including increases in the quantity of any item or portion of the Work, shall be set forth in a written Contract Change Order executed by the City and by the Contractor which shall specify:

The changes or additions that to be made.

The increase in compensation due the Contractor, if any.

Adjustment in the time of completion, if any.

Adjustment in the compensation due the Contractor shall be determined by one or more of the following methods in the order of precedence listed below:

Unit prices contained in the Contract.

Mutually agreeable lump-sum or unit prices. If requested by the City's Representative, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing proposed lump-sum and unit prices.

Force account whereby the Contractor is compensated for furnishing labor, materials, tools, and equipment as follows:

Cost of labor plus 15 percent for workers directly engaged in the performance of the Work. Cost of labor shall include actual wages paid including employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes plus payments imposed on payroll amounts by state and federal laws plus subsistence and travel allowance payments to workers.

Cost of material plus 15 percent. Cost of material shall include sales tax, freight, and delivery charges. The City reserves the right to furnish such materials as it deems advisable and the Contractor shall not be paid the 15 percent markup on such materials.

For tools and equipment actually engaged in the performance of the Work, rental rates plus 15 percent. The rental rates shall be those prevailing in the area where the Work is performed. No rental charge shall be made for the use of tools or equipment having a replacement value of \$500 or less.

Subcontractor invoices to the Contractor plus 5 percent. Subcontractor invoices shall be based on the above-described cost of labor plus 15 percent cost of material plus 15 percent, and tool and equipment rental rates plus 15 percent.

No payment shall be made for any item not set forth above, including without limitation, Contractor's overhead, general administrative expense, supervision, or damages claimed for delay in prosecuting the remainder of the Work.

For forced account Work, the Contractor shall submit to the City's Representative for its verification daily work sheets showing an itemized breakdown of labor, materials, tools, and equipment used in performing the Work. No payment will be made for work not verified by the City's Representative.

SECTION 3.00 BID PROPOSAL

**ALL FORMS IN THIS SECTION SHALL BE COMPLETED
AND SUBMITTED**

SECTION 3.01 BID FORM

Contractor agrees to perform all the Work described in the Provisions of the Agricultural Well Drilling and Development for the Waste Water Treatment Facility project represented in the Total Bid Price. Contractor understands the Unit Price shown in this Bid Form for each Bid Item and the value will be entered in numerals. Contractor understands the Amount for each Lump Sum Bid Item and the value will be entered in numerals. In case of discrepancy between the Unit Price and the Amount thereof, the Unit Price value shall be considered as correct when evaluating Bid Proposal.

ITEM NO.	BID ITEM	QUANTITY AND UNIT	AMOUNT
1	Agricultural Gravel Pack Well	Lump Sum	\$ _____
TOTAL BID PRICE:			\$ _____

Total Bid Price Written: _____

Date

Signature

Title

(Seal-if Bid by a corporation)

Company

Address

License Number

Attest

Class and Expiration Date

The representations made herein are made under penalty of perjury. Information contained in the Bid Proposal which is proven false shall be considered nonresponsive and this Bid Proposal shall be rejected.

SECTION 3.02 BID BOND

We, _____

as Contractor, and _____

as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and

assigns, as set forth herein, to the **City of Los Banos** (herein called City) for payment

of the penal sum of _____

_____ Dollars (\$ _____),

lawful money of the United States. Contractor has submitted the accompanying Bid Proposal for the

construction of: _____ Agricultural Well Drilling and Development for the Los Banos Waste Water Treatment Plant.

If the Contractor is awarded the contract and enters into a written contract, in the form prescribed by the City, at the price designated by Bid Proposal, and files two bonds with the City, or substitute security in lieu thereof, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by the City, and carries all insurance in type and amount which conforms to the Provisions and Plans and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the City from seeking all other remedies provided by law to cover losses sustained as a result of the Contractor's failure to do any of the foregoing.

Contractor and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorney's fees incurred with or without suit.

Executed on _____, 2013

(Seal if Corporation)

Contractor

By: _____

Title _____

(Attach Acknowledgment of Authorized Representative of Contractor)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service
of process in California, if different from above)

_____ (phone number of Surety's agent in California)

(Attach Acknowledgment)

Surety

By _____

(Attorney-in-Fact)

Notice: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

SECTION 3.05 CERTIFICATE OF CONTRACTOR

I, _____ certify that I am a/the
_____ [designate sole proprietor, partner in partnership, or
specify corporate office, e.g., secretary] with Contractor License Number _____
in the entity named as Contractor in the foregoing contract. I hereby expressly certify that
the name of the entity to which I am associated is _____;
that this entity is in good standing and has complied with all applicable laws and regulations, and
that I have been expressly authorized by the proper parties in this entity to execute this contract
on behalf of the above-named entity.

ATTEST:

Name : _____
(Please Type)

Title: _____

On this _____ day of _____ 2013, before me personally came
_____ to me known, or proven to me on the basis of satisfactory evidence,
who being duly sworn, did depose and say: that (he/she) is an authorized representative
of the Contractor and acknowledged to me that (he/she) executed the within instrument on
behalf of said Contractor, _____.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first
above written.

Notary Public

SECTION 3.06 ADDENDUM

Contractor acknowledges receipt of the following Addenda:

No. _____, dated _____, 2013 Signed: _____

No. _____, dated _____, 2013 Signed: _____

No. _____, dated _____, 2013 Signed: _____

SECTION 4.01

AGREEMENT FOR PUBLIC IMPROVEMENTS

Agricultural Gravel Packed Well For the Los Banos Waste Water Treatment Plant

THIS AGREEMENT dated _____, 2013 is by and between the CITY OF LOS BANOS, a municipal corporation of the State of California ("City") and _____ ("Contractor").

City and Contractor agree as follows:

4.01.01 Scope of Work.

The Contractor shall furnish all labor, materials and equipment necessary to perform and complete in a good and workmanlike manner, to the satisfaction of the City Engineer, the Work of construction of an agricultural gravel packed well for the Los Banos Waste Water Treatment Plant, as shown on the Plans and Specifications prepared by Provost & Prichard, in accordance with and as specified in Section 2, Technical Provisions of the Notice to Bidders, dated May __, 2013, and in strict accordance with the terms and conditions of the Contract Documents.

The Work is generally described as permitting, drilling, testing, developing and installation of an agricultural well for the Los Banos Waste Water Treatment Facility. The Work does not include supplying or installing the concrete pedestal, permanent well pump/motor or any electrical work.

All incidental work not shown on the Plans and Specifications or otherwise specified in the Contract Documents which is necessary to complete the Work shall be furnished and installed as part of this Agreement at no additional cost to the City.

Contractor shall perform additional work arising from changes ordered by the City in accordance with Section 2.04, Technical Provisions of the Notice to Bidders, dated June 14, 2013.

4.01.02. Contract Documents.

The Complete Contract Documents set forth herein include: Notice to Bidders and Special Provisions dated May June 14, 2013, Bid Form, Agreement, and any Addendums. The documents comprising the complete contract are collectively referred to as the Contract Documents. Any and all obligations of the City and the Contractor are fully set forth and described therein. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

4.01.02.01 Modifications.

The Contract Documents may not be modified orally or in any manner other than in writing. All such written modifications shall become part of the Contract Documents.

4.01.02.02 Entire Agreement.

The Contract Documents comprise the entire integrated understanding between the City and Contractor concerning the Work to be performed for this Project. All prior negotiations or

stipulations regarding this matter, which preceded or accompanied the executing of these Contract Documents, are conclusively deemed to be superseded by these Contract Documents. The Contract Documents are complementary; what is called for in one is binding as if called for by all. To the extent that portions of the Contract Documents are not attached to this Agreement, they shall be deemed incorporated here by reference.

4.01.03. Contract Price.

City will pay Contractor in accordance with the Total Bid Price shown on the Bid Form. The Contractor's compensation shall include all costs incurred by the Contractor in the performance of the Work, including: furnishing all labor (including supervision), materials, equipment, tools, transportation, and services necessary (including the costs of any and all applicable taxes, patent rights, royalties, licenses, permits, and traffic control) to complete the Work (including costs to protect the Work, and all damages to the Work prior to acceptance of the Work by the City, unless otherwise specifically provided in the Contract Documents). City shall pay Contractor for completion of the Work in accordance with Sections 1.03.09 of the Special Provisions of Notice to Bidders, dated June 14, 2013.

4.01.04 Contract Time.

After the Contractor has provided all submittals required by the Notice of Award, and following execution of the Agreement by the City, the City shall issue a Notice to Proceed to the Contractor. Contract time shall commence on the 10th day following the date of the Notice to Proceed. Contractor shall commence work on or before ten calendar days of the receipt date specified in the Notice to Proceed.

All work under this contract shall be completed before the expiration of ninety (90) calendar days from the date specified in the Notice to Proceed. If Contractor shall be delayed in the work by the acts or neglect of City, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide.

The Work shall be completed within ninety (90) consecutive calendar days from date the Notice to Proceed is received by Contractor or from the actual first day Contractor starts Work.

4.01.05. Liquidated Damages.

If Contractor fails to complete the Work within the Contract Time, Contractor shall pay to the City, as liquidated damages and not as a penalty, the sum specified in the Notice to Bidders for each calendar day after the expiration of the Contract Time that the Work remains incomplete. See Notice to Bidders and Special Provisions Section 1.04, dated June 14, 2013.

4.01.06. Contractor Representative.

At all times during the progress of the Work, Contractor shall have a competent foreman or superintendent ("Contractor Representative") on site with authority to act on behalf of the Contractor. The Contractor shall, at all times, keep the City Engineer informed in writing of (a) the name and telephone number of the Contractor Representative, and (b) the names and telephone numbers of all subcontractors performing the Work.

4.01.07. Contract Bonds.

Concurrently with the execution of this Agreement by the Contractor, and before the commencement of any Work, the Contractor shall file with the City surety bonds satisfactory to the City in the amounts, and for the purposes, noted below.

(a) *Performance Bond* - The "Faithful Performance Bond" shall be for one hundred percent (100%) of the contract price to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the City, and that all materials and workmanship will be free from original or developed defects.

(b) *Labor and Material Bond* - The "Labor and Material" Bond shall be for not less than one hundred percent (100%) of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by it on the work. The bond shall be maintained by the Contractor in full force and effect until the work is accepted by the City and until all claims for materials and labor are paid.

(c) *Warranty Bond* - The Contractor shall furnish a warranty bond in the amount of ten percent (10%) of the final contract price (total cost including change orders) to guarantee his work for one (1) year after acceptance of the work by the City Council.

Bonds shall be duly executed by a responsible corporate Surety, licensed and authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California. Each bond shall be signed by both the Contractor and Surety and the signature of the authorized agent of the Surety shall be notarized.

The Contractor shall pay all bond premiums, costs and incidentals. Should any bond become insufficient due to an increase in the contract amount, the Contractor shall obtain supplemental bonding within 10 days.

Should any Surety at any time be unsatisfactory to the City, notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under the Agreement until a new Surety shall qualify and be accepted by the City.

Changes in the work, or extensions of time, made pursuant to the Agreement, shall in no way release the Contractor or Surety from their obligations. The requirement for notifying the Surety of such changes or extensions shall be waived by the Surety.

4.01.08. Insurance.

Concurrently with the execution of this Agreement by the Contractor, and prior to the commencement of any Work, the Contractor shall furnish evidence to the City that all of the insurance requirements required by Section 1.03.05 of the Special Provisions of Notice to Bidders, dated June 14, 2013, have been satisfied.

4.01.09. Permits, Licenses, and Compliance with Law.

The Contractor shall obtain and maintain all necessary permits and licenses for the performance of the Work, as provided in Section 2.01.06 of the Special Provisions of Notice to Bidders, dated May June 14, 2013.

4.01.10. Default.

In case of default, the City may give written notice to the Contractor and the Contractor's bonding agent that if the default is not remedied within ten (10) calendar days or the Contractor does not provide adequate written assurance to the satisfaction of the Engineer that the cure will be forthcoming, the Contractor's control over the work may be terminated as of the date specified in the written notice.

Upon such termination of control the City may enter upon and take possession of the entire work for the purpose of completing the work. The City may, at its sole option and without further notice to anyone, complete the work by day labor, by contract entered into by negotiations, by competitive bidding, by calling upon the performance of the performance bond surety, or by other means as the City, in its discretion, shall elect.

After termination of the Contractor's control over the work as herein provided, the Contractor shall not be entitled to any further payments under the contract until the entire work thereunder has been fully completed and finally accepted by the City. After such completion and acceptance, if the "unpaid balance of the contract price" (as defined in the next paragraph) exceeds the sum of the amounts expended by the City in taking over and completing the work, including all managerial and administrative expense incurred by the City on account thereof and the amount of all damages incurred by the City by reason of the Contractor's default, such excess shall be paid to the Contractor. If the said amount expended exceeds the unpaid balance, the Contractor and his surety shall be liable to the City for the difference. At the Contractor's request, the expense incurred by the City in taking over and completing the work, and the amount of any damage incurred by the City by reason of the Contractor's default shall be audited and certified by an independent third party, whose certificate thereof shall be binding and conclusive upon the parties.

For the purposes of the computations required by the paragraph above, the "unpaid balance of the contract price" shall be the original contract price as adjusted by any change orders issued prior to termination of the Contractor's control, less all payments made on account thereof prior to such termination, and less any and all amounts withheld or paid pursuant to stop notices filed with the City upon claims of subcontractors or others from equipment, labor or materials furnished to the work on behalf of the Contractor.

The exercise of remedies provided for in this sub-section, for default by the Contractor, shall be in addition to, and shall not be deemed a waiver by the City of any other rights or remedies due the City under the contract provisions, for default by the Contractor.

4.01.11. Final Acceptance of Work.

Prior to final acceptance of the Work by the City Council, the Contractor shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Project site. The Contractor's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations under the Agreement have been satisfied, all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

The filing of the Notice of Completion shall be preceded by acceptance of the Work made only by an action of the City Council.

4.01.12. Warranty.

The Contractor shall warrant the quality of the Work for a period of one year after acceptance of the Work by the City Council, and shall provide a Guarantee and Warranty Bond for ten percent (10%) of the final contract sum, which shall warrant the quality of the work for a period of one (1) year after acceptance.

If within one (1) year after the date of City Council acceptance, any work is found to be defective, the Contractor shall promptly without cost to the City and in accordance with the City's written instructions, correct such defective work. If the Contractor does not promptly comply with the terms of such instructions within ten (10) working days after written demand by the City, the City may have the defective work corrected. The City may also correct defective work immediately in cases of emergency where delay would cause serious risk of loss or damage. All direct, indirect and consequential costs of correcting defective work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) shall be absorbed by the Contractor.

4.01.13. Independent Contractor Status.

Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents or Subcontractors, and they shall not be deemed agents, servants or employees of the City.

4.01.14. Conflicts Of Interest.

Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. In the event that Contractor maintains or acquires such a conflicting interest, any contract (including this Agreement) involving Contractor's conflicting interest may be terminated by the City.

4.01.15. Attorney's Fees.

If any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

4.01.16. Indemnification.

Contractor shall indemnify, defend, and hold harmless the City (including its elected officials, officers, agents, and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses) resulting from or arising out of the performance of the Work by Contractor (including Contractor's agents, representatives, contractors, subcontractors, and employees), except only for those claims arising from the established willful misconduct or active negligence of the City. Contractor's indemnification shall specifically include, but not be limited to, all claims arising out of: contract claims, property damage, personal injury, and any infringement of patent rights or copyrights incidental to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. Contractor's indemnification shall include any and all costs, expenses, court costs, attorneys' fees and liability incurred by the City in enforcing the provisions of this section, and in defending against such claims, whether the same proceed to judgment or not. Contractor shall reimburse City for any expenditures City incurs by reason of such matters.

4.01.17. Assignment And Delegation.

This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Contractor's duties be delegated, without the written consent of the City.

Pursuant to Government Code Section 4552, the Contractor shall assign to the City, all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Action (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor further warrants that all goods, services, and materials provided to the City in accordance with this Contract are free and clear of all liens and encumbrances.

4.01.18. Miscellaneous Provisions.

4.01.18.01 Wage Rates. The California general prevailing wage rates determined by the Director of Industrial Relations are made a part of this Agreement. Nothing in the Contract Documents shall be interpreted in a manner conflicting with these rates. Neither the notice inviting bids nor this Agreement shall constitute a representation of fact as to the prevailing wage rates upon which the Contractor or any subcontractor may base any claim against City. It shall be mandatory upon Contractor and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Agreement. Contractor agrees to comply with all provisions of Section 1775 of the Labor Code.

4.01.18.02 Access to Records. Contractor shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for City under this Agreement on file for at least three (3) years following the date of final payment to Contractor by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Contractor's usual and customary business hours. Contractor shall provide proper facilities to City's representative(s) for access and inspection.

4.01.18.03 Nondiscrimination. 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.

4.01.18.04 Compliance with Laws. Contractor shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all work prepared by Contractor shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

4.01.18.05 Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:

City: City of Los Banos
Public Works Department
411 Madison Avenue

Los Banos, CA 93635

Contractor:

Attn:

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

4.01.18.06 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

4.01.18.07 Severability. In the event any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.

4.01.18.08 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Merced.

IN WITNESS WHEREOF, two identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties.

CITY OF LOS BANOS,
A California municipal corporation

Date:

by:

ATTEST:

CITY CLERK

Lucille L. Mallonee, City Clerk

APPROVED AS TO FORM:

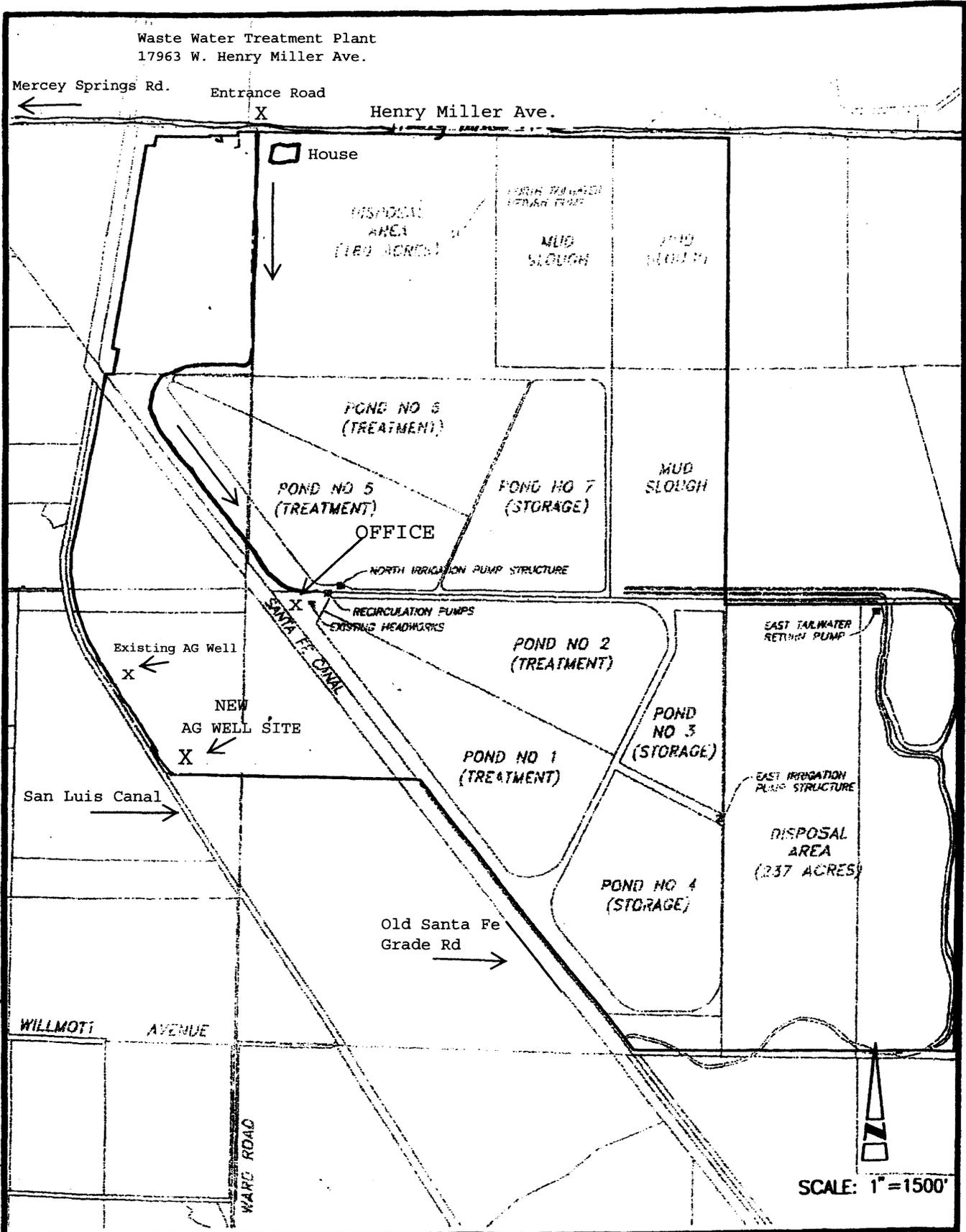
William A. Vaughn
City Attorney

CONTRACTOR

Date:

by:

Section 5.01



CITY OF LOS BANOS

NEW AG WELL LOCATION MAP

FIGURE

1

SECTION 5.02

Access to Well Site

The City of Los Banos Wastewater Treatment Plant is located at 17963 West Henry Miller Ave. If the Bidder would like to review the proposed well site location, the Bidder must call in advance to the Wastewater Treatment Plant in order to arrange a site visit. The phone number to the Wastewater Treatment Plant is (209) 827-7052.

Directions to the Wastewater Treatment Plan can be found in Section 5.01.

SECTION 6.01 PAYMENT BOND

We, _____
as Contractor, and _____
as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and
assigns, as set forth herein, to the **City of Los Banos** (herein called City) for payment
of the penal sum of _____
_____ Dollars (\$ _____),

lawful money of the United States. City has awarded Contractor a Contract for the construction of

Agricultural Gravel Packed Well for the Los Banos Waste Water Treatment Plant

If Contractor or any of his Subcontractors fails to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract or during the one-year guarantee period, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay the same in an amount not exceeding the sum specified above, and also will pay, in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the Work to be performed, or the Provisions and Plans shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Contractor and Surety agree that should City become a party to any action on this bond that each will also pay City's reasonable attorney's fees incurred therein in addition to the above sum.

Executed in four original counterparts on: _____, 2013

Contractor

(Seal if Corporation)

By: _____

Title: _____

(Attach Acknowledgment of Authorized Representative of Contractor)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service
of process in California, if different from above)

_____ (phone number of Surety's agent in California)

(Attach Acknowledgment)

Surety

By _____

(Attorney-in-Fact)

Approved:

(Attorney for City)

Notice: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

SECTION 6.02 PERFORMANCE BOND

We, _____

as Contractor, and _____

as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and

assigns, as set forth herein, to the **City of Los Banos** (herein called City) for payment

of the penal sum of _____

_____ Dollars (\$_____),

lawful money of the United States. City has awarded Contractor a contract for the construction of

Agricultural Gravel Packed Well for the Los Banos Waste Water Treatment Plant

The condition of this obligation is such that if the Contractor shall in all things abide by and well and truly keep and perform the covenants, and agreements in the said Contract, and any alteration thereof made as therein provided, on his part to be kept and performed at the time and in the manner therein specified, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall indemnify and save harmless the City and the City's Representative, and their consultants, and each of their directors, officers, employees and agents, as therein stipulated, this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

The Performance Bond shall remain in full effect during the one-year guarantee period for the Project.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the Work to be performed thereunder, or the plans and specifications shall in anyway affect its obligation in the bond, and it does hereby waive notice thereof.

Contractor and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorney's fees incurred with or without suit, in addition to the above sum.

Executed in four original counterparts on : _____, 20__

Contractor

(Seal if Corporation)

By: _____

Title: _____

(Attach Acknowledgment of Authorized Representative of Contractor)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service
of process in California, if different from above)

_____ (phone number of Surety's agent in California)

(Attach Acknowledgment)

Surety

By _____
(Attorney-in-Fact)

Approved:

(Attorney for City)

Notice: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.



City of
Los Banos
At the Crossroads of California

CITY OF LOS BANOS
PUBLIC WORKS DEPARTMENT
411 Madison Avenue
Los Banos, California 93635
209-827-7056

NOTICE TO BIDDERS
For the Construction of:

**Agricultural Gravel Packed Well for the Los Banos
Waste Water Treatment Plant**

June 28, 2013

ADDENDUM #1

Notice: The Bidder is required to acknowledge receipt of this Addendum #1 in Section 3.06 of the Bid Documents Package with submittal of Bid.

Answers to Submitted Questions

1. **Question:** What is the distance from a designated fire hydrant to drill site?

Answer: The distance to the nearest fire hydrant is 2.4 miles.

2. **Question:** How long (total hours or intervals hours etc.) does a contractor have to test pump the well, and at what maximum volume?

Answer: Twenty (20) hours to test pump the well. The flow rate of the well will depend on the yield per foot of drawdown of the completed well. In Section 2.03.04 under the heading Development by Pumping is a requirement the test pump be capable of pumping between 500 to 4,300 gallons per minute (GPM). Anticipated flow rate, which is also noted in Section 2.03.04 under Development by Pumping, is approximately 2,500 GPM.

3. Question: Do the Owners provide with an approved designated area for receiving and discharging development water from test pumping the well?

Answer: Yes, the well is proposed to be developed adjacent to the City owned property (Alfalfa field). The development water may be discharged into the field.

4. Question: How far from the well site is the designated discharge area?

Answer: Immediately adjacent.

5. Question: Will a designated discharge area be capable of receiving expected volume of water?

Answer: Yes