

ADDENDUM NO. 1

TO CONTRACT DOCUMENTS

CITY OF LOS BANOS BASIN AND STORMWATER CAPTURE PROJECT

SEPTEMBER 23, 2025

This **Addendum No. 1** consists of twenty-five (25) pages, and must be signed, dated, and submitted along with the Bid Documents. The following additions, deletions or modifications shall become part of the Contract Documents:

Strikethrough text (~~text~~) indicates deletions.

Bold Italicized text (***text***) indicates additions.

ITEM NO. 1: INFORMATION FOR BIDDERS

Information for Bidders shall be replaced in its entirety with the revised Information for Bidders attached. ***All Project-related questions must be submitted electronically to City of Los Banos by Friday, September 26th, 2025, before 5:00:00 P.M. local time.***

ITEM NO. 2: BID FORM

Bid Form shall be replaced in its entirety with the revised Bid Form attached.

ITEM NO. 3: SECTION 31 37 10 - RIPRAP

Section 31 37 10 – Riprap shall be replaced in its entirety with the revised Section 31 37 10 – Riprap attached.

ITEM NO. 4: PRE-BID AGENDA, AND PRE-BID ATTENDANCE SHEET

See Pre-Bid Meeting Agenda, and Pre-Bid Attendance Sheet.

ITEM NO. 5: ADDITIONAL ITEMS, CLARIFICATIONS, AND QUESTIONS

1. Question: The Information to Bidders Page 3 of 5 states that the Request for Clarification is on September 26, 2025 at 5:00 PM, but on the Proposed timeline, it states the deadline is September 26, 2025 at 2:00 PM, Which is the correct deadline?

Response: The correct deadline is September 26, 2025 at 5:00 PM. The revised Information to Bidders is attached for your reference. **Refer to Item No. 1.**

2. Question: In reviewing the specs for the above referenced project, it states to send all questions to the Public Works Director via email or mail but wasn't able to find an email address to send the questions too. Can you please forward the questions below to

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the public works director or provide me with the email address so that I can forward to them?

Response: The email address for the Public Works Director is jelene.demelo@losbanos.org. The revised Information to Bidders is attached for your reference. **Refer to Item No. 1.**

3. Question: On the Bid Schedule, it states the Total Base Bid and Total Base Bid + Alt. Bid Items. Should the base bid include the general conditions Items No. 1-4, or is the total Base Bid the sum of Items 5-10 only?

Response: The Base Bid includes Bid Items No. 1 through 10. The Bid Schedule shall be replaced in its entirety with the revised Bid Schedule in the revised Bid Form. **Refer to Item No. 2.**

4. Question: Is this work set to begin this fall/winter of 2025 or spring 2026?

Response: The tentative start of Construction is November 12, 2025. The tentative schedule is included in the table on page 3/5 Information to Bidders. **Refer to Item No. 1.**

5. Question: Please provide dimensions/typical cross sections for the existing concrete lined canal

Response: The existing concrete lined canal is approximately 3 foot wide at the top by 3 foot depth. Refer to Attachment No. 5 for picture of existing concrete lined canal.

6. Question: Is there a maximum size for the concrete rubble from the existing canal demolition to be used as rip-rap?

Response: The maximum size of the concrete rubble to be used as riprap shall be as close as possible to Class II RSP as defined in Section 72-2 of the Cal Trans Specifications unless approved otherwise by the Owner. **Refer to Item No. 3.**

7. Question: It was discussed at the job walk that clearing and grubbing materials can be stockpiled onsite. Please confirm and provide stockpile location?

Response: Specifications Section 31 05 00 - Earthwork Part 3.2.A says that "Site stripping material shall be blended with other suitable fill material for reuse in project areas outside of structural levee embankments and/or above the stated High Water Line (HWL). Contractor shall adhere to the Geotechnical Engineering Investigation (see Appendix F) requirements of a less than 3 percent organic content by weight as engineered fill.

8. Question: Where are the onsite construction water supply options located?

Response: See Specifications Section 01 50 00 – Temporary Facilities, part 1.2 A. 1 and Specifications Section 01 51 36 – Watering, part 3.3 B. for information on possible water supply sources. The existing well on the project site is located on the west side of the

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property near the San Luis Canal, the location which is called out on the Demolition Plan on Sheet 3 of 18 of the plans. .

9. Question: Section 01 57 19 Paragraph 1.4-A-4 that the applicant/contractor will provide the Workers Environmental Awareness Program (WEAP). Is the Contractor or the Engineer responsible for this?

Response: The City of Los Banos (Owner) will contract with a qualified archeologist and biologist to conduct the WEAP training for all Construction workers as specified in Paragraph 1.3-B-2 of Section 01 57 19 – Environmental Protection Measures of the Project Specifications. The City will pay for one (1) WEAP training session conducted by the qualified archeologist and biologist. If the Contractor brings in an additional crew who were not present at the initial WEAP training; the Contractor shall bear full responsibility and cost to satisfy WEAP requirement.

10. Question: Where can the Contractor access the Geotechnical Investigation Report referenced throughout the Project Specifications?

Response: The Geotechnical Report for the Project can be found in the Project Specifications Appendices. **Refer to Project Specification Appendix F.**

11. Question: Are AutoCAD file for the project would be available upon request?

Response: AutoCAD files are available upon Contractor written request specifying which files are desired. AutoCAD files can then be provided upon execution of a digital file transfer release form.

Except as expressly amended hereby, all terms and conditions of the Contract Documents shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on _____, 2025.

CONTRACTOR

By: _____

By:  _____

Eric Abrahamsen, RCE 52000

PROVOST & PRITCHARD
CONSULTING GROUP

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REMINDER: *Bids are due prior to 2:00:00 P.M. local time on Friday, October 3, 2025, at the City of Los Banos City Clerk Office (520 J Street, Los Banos, CA 93635).*

All Project-related questions must be submitted electronically to City of Los Banos (jelene.demelo@losbanos.org,) by Friday, September 26th, 2025, before 5:00:00 P.M. local time. The last day to release an addendum will be Tuesday, September 30th, 2025.

Attachments:

1. Revised Bid Section (5 Pages)
2. Revised Information for Bidders Section (5 Pages)
3. Revised Section 31 37 10 – Riprap (2 Pages)
4. Pre-Bid Meeting Agenda (5 Pages)
5. Pre-Bid Attendance Sheet (3 Pages)
6. Existing Irrigation Canal Picture (1 Page)

Bid Form

TO: City of Los Banos
520 J Street
Los Banos, CA 93635

In compliance with the Advertisement for Bids the undersigned, as bidder, hereby offers to provide to the Owner, in accordance with the terms and conditions in the provisions set forth in the Contract Documents the stated total bid amount quoted on this Bid Form for the work of

BASIN AND STORMWATER CAPTURE PROJECT

Total Bid Amount: \$_____

(Total Bid Amount in Written Form)

The undersigned certifies under penalty of perjury under the laws of the State of California and the United States of America, that the above quotation constitutes a bona-fide offer for the work, that undersigned is a duly authorized representative of the company listed, that the quotation is in no way sham or collusive, and that the executed Agreement between the bidder and Owner constitutes acceptance of bidder's total bid for the work stated in the Contract Documents. The undersigned has read the General Provisions, Special Provisions, and Technical Specifications in these Contract Documents. The undersigned further certifies, under penalty of perjury that the Non-Collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

The undersigned acknowledges receipt of the following addenda: _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

Name of Business: _____

Doing business as: (*Circle One*): An Individual A Partnership A Corporation

Business Address: _____

Telephone No.: _____ Fax No.: _____

E-Mail Address: _____

License Number: _____ Class & Expiration Date: _____

List of Subcontractors

As of March 1, 2015, Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid of \$10,000 (whichever is greater). **Photocopy this form for additional firms.**

Project: **BASIN AND STORMWATER CAPTURE PROJECT**

The following work will be performed (or provided) by the following subcontractors, and coordinated by bidder:

Bid Item No.	Description of Work to be Performed	Percent of Total Contract	Subcontractor's License No.	DIR Registration No.	Subcontractor's Name and Address

Equal Employment Opportunity

Contractor hereby certifies that bidder and subcontractors

- ☐ Have
☐ Have Not

participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, have filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is part of the bid. Signing this bid on the signature portion thereof shall also constitute signature of these certifications.

Non-Collusion Affidavit
PUBLIC CONTRACT CODE 7106

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Debarment and Suspension Certification

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions to an additional sheet of paper and include with the bid.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate on an additional sheet of paper to whom it applies, initiating agency, and dates of action.

NPDES/MS4 Compliance Certification

All construction projects within the City limits must comply with the National Pollutant Discharge Elimination System (NPDES) storm water regulation adopted by the EPA and the Phase II Small Municipal Separate Storm Sewer System (MS4) General Permit requirements, regardless of size.

The City is required under these permits to provide information to Contractors performing work within City limits about training opportunities to assist in managing potential pollutants from construction –related activities, selection, installation, implementation, and maintenance of Best Management Practices (BMPs), as well as overall program compliance. The City has provided such information and helpful links on their website at <http://www.losbanos.org/city-government/departments/public-works/>, under the Storm Water Management Plan tab.

The Bidder acknowledges that they are aware of the necessity to be in compliance with the NPDES and MS4 permits while working within City limits, and that information regarding such is available on the City's website.

Note: The above certifications are part of the bid. Signing this bid on the signature portion thereof shall also constitute signature of these certifications.

Experience

Bidder shall identify three (3) most recently completed projects similar to work described in these Contract Documents. At least two (2) of the projects shall demonstrate proficiency in construction of embankments for groundwater recharge basins (earthwork).

	1	2	3
Project Title			
Public Agency			
Address			
Telephone No.			
Engineer in Charge			
Project Value (\$)			
Date Accepted			
Claims Filed?*			

* If yes, please explain below:

**Bid Schedule
For
BASIN AND STORMWATER CAPTURE PROJECT**

Bidder agrees to perform all the work described in the Contract Documents for the following unit and lump sum prices and understands that the quantity of work shown is approximate only. The schedule shall be completed by the bidder with the unit and lump sum prices entered in numerals. The extensions shall be made by the bidder. In case of discrepancy between the unit prices and the extension thereof, the unit price shall be considered as correct when evaluating bids.

ITEM NO.	ITEM	QUANTITY AND UNIT			UNIT PRICE	AMOUNT
1	Mobilization/Demobilization, Bonds, Insurance, and Permits	1	LS	\$	_____	\$ _____
2	Worker and Public Protection	1	LS	\$	_____	\$ _____
3	Miscellaneous Facilities and Operations	1	LS	\$	_____	\$ _____
4	SWPPP and DCP Implementation	1	LS	\$	_____	\$ _____
5	Clearing and Grubbing (F)	185	AC	\$	_____	\$ _____
6	Construct Basin Levees (F)	242,300	CY	\$	_____	\$ _____
7	Construct San Luis Canal Turnout	1	LS	\$	_____	\$ _____
8	Construct South to Center Interbasin Structure	1	LS	\$	_____	\$ _____
9	Construct Center to North Interbasin Structure	1	LS	\$	_____	\$ _____
10	Construct San Luis Canal Outlet	1	LS	\$	_____	\$ _____
TOTAL BASE BID (ITEMS 1-10)						\$ _____
AB1	F&I Project Sign	1	LS	\$	_____	\$ _____
TOTAL: ADDITIVE ALTERNATE BID ITEMS (ITEM AB1)						\$ _____
TOTAL: BASE BID (ITEMS 1-10) + ALTERNATIVE BID ITEMS (ITEM AB1)						\$ _____

Note: The representations made herein are made under penalty of perjury. Any information contained in the bid which is proven false shall be considered nonresponsive and this bid shall be rejected.

Information for Bidders

Sealed bids will be received by the City of Los Banos (herein called the "Owner"), at the office of the City Clerk until 2:00 p.m. local time, on October 3, 2025, then at said office, publicly opened and read aloud. Owner shall reject all bids received after the specified time and will return such bids to bidder, unopened. Bidders must submit bids in accordance with these instructions. No emailed or faxed bids will be accepted.

The Work consists of furnishing all labor, materials and equipment necessary to construct three (3) basin cells covering approximately 185-acres, 24-inch turnout, two (2) interbasin concrete structures, an outlet structure with 60-inch stand pipe with a 30-inch propeller flow meter, and other miscellaneous items to provide for fully functioning regulation basins, in the County of Merced, in accordance with the Plans and the Specifications.

The time for completion shall be one hundred fifty (150) calendar days.

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 must be plainly marked on the outside as **BASIN AND STORMWATER CAPTURE PROJECT: Attention City Clerk,** and the envelope shall also bear on the outside, the name of the bidder, 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, "**BASIN AND STORMWATER CAPTURE PROJECT: Attention City Clerk**".

A complete bid includes the Bid Form, List of Subcontractors, Preliminary Construction Schedule, with daily earth material (soil) production rate, Equal Employment Opportunity, Non-Collusion Affidavit, Debarment and Suspension Certification, Bid Schedule, Experience, Bid Bond with surety, and a copy of a current California State Contractor's License. A signed Addendum, if issued, must also be submitted with the sealed bid. The Total Bid Amount must be filled in, in ink or typewritten, and the bid must be fully completed and executed when submitted. Only one set of original bid forms are required to be submitted. Mistakes must be corrected and the correction inserted; correction must be initialed in ink by person or persons signing the bid. No conditional bids will be accepted.

The bid shall be signed by a person or persons legally authorized to bind bidder to the contract. The individual or individuals signing each document shall warrant that they are authorized to bind the bidder.

The Owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 calendar days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the bidder.

Each bid must be accompanied by a bid bond payable to the Owner for ten percent (10%) of the total amount of the bid. As soon as the bid amounts have been compared, the Owner will return the bid security of all except the three lowest responsive and responsible bidders. Once a bid has been awarded, and the payment bond and performance bond of the successful bidder has been received by the Owner, the bid security of the three remaining lowest responsive and responsible bidders will be returned.

All bonds must be acknowledged before a Notary Public by both the bidder and the surety. Attorneys-in-fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

Award and Execution of Contract

The party to whom the contract is awarded will be required to execute the Agreement, and obtain the performance bond and payment bond along with satisfactory evidence of insurance within ten (10)

calendar days from the date when the Notice of Award is delivered to the successful bidder. The Notice of Award shall be accompanied by the necessary agreement and bond forms. In case of failure of the bidder to execute the Agreement, the Owner may, at his option, consider the bidder in default, in which case the bid bond accompanying the bid shall become the property of the Owner.

A performance bond and a payment bond, each in the amount of 100 percent of the Contract Price, with a corporate surety named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570, will be required for the faithful performance of the contract. The payment bond must be issued by an admitted surety insurer holding a certificate of authority to transact surety insurance in California issued by the Insurance Commissioner.

All bonds must be acknowledged before a Notary Public by both the bidder and the surety. Attorneys-in-fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The Owner, within 15 calendar days of receipt of the performance bond, payment bond and agreement signed by the party to whom the contract was awarded, shall sign the Agreement and return to such party an executed duplicate of the agreement. Should the Owner not execute the Agreement within such period, the bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within 10 calendar days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed has not been issued within such period, the time may be extended by mutually agreed upon, and the bidder may terminate the Agreement without further liability on the part of either party.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout.

Subcontractors

The subcontractors listed by bidder in the bid 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.

Registration with California Department of Industrial Relations (DIR)

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Labor Code Section 1771.1(a) requires contractors and their subcontractors to possess and maintain such registration with DIR in order to be awarded and to perform on public works projects (regardless of funding source).

Pursuant to Section 1771.4, each contractor and subcontractor shall furnish certified payroll records to the Labor Commissioner at least monthly and in a format prescribed by the Labor Commissioner of the DIR. Until such time that the DIR gives awarding agencies direct access to all certified payrolls submitted by contractors and subcontractors, contractor and his subcontractors are also required to submit copies of payroll records to Owner on a monthly basis. Information on the above can be found at:

<http://www.dir.ca.gov/Public-Works/PublicWorks.html>

Prevailing Wage

This work is subject to prevailing wage requirements. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations of the State of California for similar classification of labor, the contractor and his subcontractor shall not pay less than the higher wage rate. In accordance with the provisions of Section 1773 of the Labor Code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations, the general prevailing rate for each craft, classification, or type of workman required for execution of the Agreement. A copy of said prevailing rate of per diem wages is on file in the office of the Owner, and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

The Federal minimum wage rates for this work as predetermined by the United States Secretary of Labor may be examined at the offices described above where the Contract Documents may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be posted on the internet at www.losbanos.org. Future effective general prevailing wage rates, which have been predetermined are on file with the California Department of Industrial Relations and are referenced but not printed in the general prevailing wage rates.

Pre-Bid Meeting

A non-mandatory pre-bid meeting and project site tour will be held on September 19, 2025. The address for the non-mandatory meeting is 17963 Henry Miller Road., Los Banos, CA 93635. The start time for the meeting is 10 a.m. local time, sharp.

Bidders must satisfy themselves as to the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications including addenda. After bids have been submitted, the bidder shall not assert that there was misunderstanding concerning the quantities of work or the nature of the work to be done. The failure or omission of any bidder to do any of the foregoing shall not relieve any bidder from any obligation with respect to his bid.

The Contract Documents contain the provisions required for the construction of the project. The Owner will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the Owner or its representatives. Any request for clarifications or questions of the Contract Documents shall be made in writing or email and deliverable to:

City of Los Banos Public Works Department
Attn: Public Works Director.
411 Madison Avenue
Los Banos, CA 93635
Email: jelene.demelo@losbanos.org

Requests for clarification or questions shall be delivered to the Owner before 5:00 p.m. local time on September 26, 2025. Any Owner response to a request for clarification, questions and answers will be posted to the City's website at www.losbanos.org no later than 2:00 p.m. local time on September 30, 2025 and if necessary, shall become a part of the bid as an addendum.

Proposed timeline of events associated with the awarding of bid:

Release of Advertisement for Bid		September 3, 2025
Non-Mandatory Pre-Bid Meeting--On Site	10:00 a.m.	September 19, 2025
Deadline to Submit Questions/Clarifications	5:00 p.m.	September 26, 2025
Addendum/Questions/Clarifications posted	2:00 p.m.	September 30, 2025
Bid Opening	2:00 p.m.	October 3, 2025
City Council Considers Bid	6:00 p.m.	October 15, 2025 (Tentative)
Issuance of a Notice of Award	On or before:	October 22, 2025 (Tentative)
Issuance of a Notice to Proceed	On or before:	October 29, 2025 (Tentative)
Conduct Pre-Construction Conference		November 5, 2025 (Tentative)
Construction to Begin	On or before:	November 12, 2025 (Tentative)
Complete Construction		April 11, 2026 (Tentative)

Qualification of Bidder

The Owner may make such investigation as it deems necessary to determine the ability of the bidder to provide the services requested, and the bidder shall furnish to the Owner all information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid should the evidence submitted by, or investigation of, the bidder fail to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the bid and to complete the requirements contemplated therein.

Governing Law and Venue

This bid, or any contract that may result from the award of this bid, shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms, or provision of this bid or any contract that may result from the award of this bid, shall have venue in the County of Merced, State of California.

Mandatory Bid Protest Procedure

The lack of prompt procedure to resolve disputes regarding the bidding process would impair the Owner'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 these Contract Documents, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a bid to the Owner for this work, the bidder agrees to comply with and to be bound by this procedure.

Any bid protest must be submitted in writing to the Owner before 5:00 p.m. on the fifth (5th) calendar day following bid opening.

1. The initial protest document must contain a complete statement of the basis for the protest, and all supporting documentation. A non-refundable fee of One Thousand Dollars (\$1,000.00) made payable to the "City of Los Banos" shall accompany the protest documents and will be used by the Owner to recover costs in evaluating the bid protest. A bid protest submitted without the requisite fee shall not be considered by the Owner.
2. The party filing the protest must have actually submitted a bid for the work. A subcontractor of a party submitting a bid for the work may not submit a bid protest. Only bidders who the Owner otherwise determines are responsive and responsible are eligible to protest a bid.
3. A party may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
4. The protest must refer to the specific portion of the Contract Documents which forms the basis for the protest.
5. The protest must include the name, address and telephone number of the person representing the protesting party.
6. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
7. The Owner will give the protested bidder five (5) calendar days after the receipt of the protest to submit a written response. The responding bidder shall transmit the response to the protesting bidder concurrent with the delivery to the Owner.
8. The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

If the Owner determines that a protest is frivolous, the protesting bidder may be determined to be non-responsive and/or non-responsible and that bidder may be determined to be ineligible for future contract awards.

Cancellation of Contract

The Owner may terminate any contract derived from this bid as follows:

- WITHOUT CAUSE at any time by giving thirty (30) calendar days written notice to the successful bidder;
- WITH CAUSE (Default) at any time by giving ten (10) calendar days written notice to the successful bidder. Cancellation for cause shall be at the discretion of the Owner and shall be, but is not limited to, failure to supply the items, materials, equipment or services specified within the time allowed or within the terms, conditions or provisions of this bid. The successful bidder may not cancel any contract derived from this bid, without prior written consent of the Owner.

SECTION 31 37 10
RIPRAP

PART 1 GENERAL

WORK INCLUDED

- A. The work of this section consists of furnishing and placing rock riprap for embankment and channel protection.

1.2 RELATED WORK

- A. Section 31 05 00 – Earthwork

1.3 REFERENCES

- A. Section 72 – Slope Protection, State Standard Specifications.

1.4 SUBMITTALS

- A. Submittals shall be in accordance with the General and Special Provisions.
- B. Manufacturer's installation instructions for geotextile fabric.

PART 2 PRODUCTS

2.1 GEOTEXTILE FABRIC

- A. Non-woven drainage fabric, shall be Mirafi 140NC as manufactured by TenCate Geosynthetics or Engineer approved equivalent.
- B. Provide securing pins recommended by fabric manufacturer and fold back as shown on the drawings.

2.2 RIPRAP

- A. Riprap shall be Class No **2** as specified in Section 72-2.02 of the State Standard Specifications.

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Rock Gradation								
Nominal RSP class by median particle diameter ^b		Nominal median particle weight W ₅₀ ^{c,d}	d ₁₅ ^c (inches)		d ₅₀ ^c (inches)		d ₁₀₀ ^c (inches)	Placement
Class ^a	Diameter (inches)		Min	Max	Min	Max	Max	Method
I	6	20 lb	3.7	5.2	5.7	6.9	12.0	B
II	9	60 lb	5.5	7.8	8.5	10.5	18.0	B
III	12	150 lb	7.3	10.5	11.5	14.0	24.0	B
IV	15	300 lb	9.2	13.0	14.5	17.5	30.0	B
V	18	1/4 ton	11.0	15.5	17.0	20.5	36.0	B
VI	21	3/8 ton	13.0	18.5	20.0	24.0	42.0	A or B
VII	24	1/2 ton	14.5	21.0	23.0	27.5	48.0	A or B
VIII	30	1 ton	18.5	26.0	28.5	34.5	48.0	A or B
IX	36	2 ton	22.0	31.5	34.0	41.5	52.8	A
X	42	3 ton	25.5	36.5	40.0	48.5	60.5	A
XI	46	4 ton	28.0	39.4	43.7	53.1	66.6	A

^aFor RSP Classes I–VIII, use Class 8 RSP fabric. For RSP Classes IX–XI, use Class 10 RSP fabric.

^bIntermediate or B dimension (i.e., width) where A dimension is length and C dimension is thickness.

^cd%, where % denotes the percentage of the total weight of the graded material.

^dValues shown are based on the minimum and maximum particle diameters shown and an average specific gravity of 2.65. Weight will vary based on specific gravity of rock available for the project.

PART 3 EXECUTION

3.1 EXCAVATION

- A. Excavate as shown and as necessary to accept variation in stone size. Obtain Contracting Officer's approval of subgrade before placing geotextile fabric or riprap.

3.2 GEOTEXTILE FABRIC

- A. Place on smooth, uniform slope, loosely enough to conform to minor surface irregularities. Follow manufacturer's recommendations for making laps and for fastening and securing. Repair or replace fabric that has been damaged to stone placement. Re-lay fabric that becomes dislodged.

3.3 PLACEMENT

- A. Placement shall be Method B as specified in Section 72-2.03C of the State Standard Specifications

END SECTION

PROVOST & PRITCHARD CONSULTING GROUP

455 W. Fir Ave
Clovis, CA 93611
Tel: (559) 449-2700
Fax: (559) 449-2714
www.provostandpritchard.com

CITY OF LOS BANOS BASIN AND STORMWATER CAPTURE PROJECT PRE-BID MEETING & FIELD REVIEW AGENDA SEPTEMBER 19, 2025, 10:00 A.M.

- I. Introductions
 - a) Owner – City of Los Banos (**City, Owner**)
 - a. Joe Heim, Acting Public Works Director joe.heim@losbanos.org
 - b. Jelene de Melo, Administrative Coordinator Jelene.demelo@losbanos.org
 - b) Water District – Grasslands Water District (**GWD, District**)
 - a. Ric Ortega, General Manager rortega@gwdwater.org
 - b. Ken Swanson, District Engineer kswanson@gwdwater.org
 - c. Mark Freitas, Conveyance and Facilities Project Manager mfreitas@gwdwater.org
 - c) Engineer, Surveyor, Construction Staking, SWPPP, Biologist – Provost & Pritchard Consulting Group (**P&P**)
 - a. Eric Abrahamsen, Project Engineer eabrahamsen@ppeng.com
 - b. Antonio Bejarano, Assistant Project Engineer abejarano@ppeng.com
 - c. Grecia Enns, Project Administrator genns@ppeng.com
- II. Attendance Sheet – Pre-Bid Meeting is **non-mandatory**. Circulate sign-in sheet.
- III. Description of the Project:
 - a) DWR Grant Funded
 - b) Prevailing wage project, subject to DIR compliance and monitoring.
 - c) Contractor's Licenses: General Engineering – Class A
 - d) The majority of the work consists of (base bid):
 - 1. Mobilization, Demobilization, Bonds, Insurance, and Permits
 - 2. Worker & Public Protection
 - 3. Miscellaneous Facilities and Operations
 - 4. Storm Water Pollution Prevention Plan (SWPPP) and Dust Control Plan Implementation
 - 5. Clearing & Grubbing
 - 6. Construct Stormwater Capture Basin Levees covering approximately 185-acres
 - 7. Construct San Luis Canal Turnout
 - 8. Construct South to Center Interbasin Structure
 - 9. Construct Center to North Interbasin Structure
 - 10. Construct San Luis Canal Outlet

Additive Alternate Bid Items:

11. Furnish & Install Project Sign

Bid Opening: **2:00 PM, Friday, October 3rd, 2025**, at City of Los Banos City Clerk Office – 520 J Street, Los Banos, CA 93635.

- a) Last day to submit questions – **5:00 PM, Friday, September 26th, 2025.**
- b) Last day to issue addendum – **2:00 PM, Tuesday, September 30th, 2025.**
- c) Contractor must sign and submit all Addenda with their bid.

IV. Basis of Award

- a) Bids will be compared on the basis of the Base Bid amount.
- b) Award will be based on the lowest responsible, responsive bidder.

V. Requirements

- a) Implement the Stormwater Pollution Prevention Plan (SWPPP). Tentatively P&P will provide SWPPP inspections.
- b) Implement the Dust Control Plan (DCP). Tentatively P&P will provide DCP inspections.

VI. Construction Timeline

- a) The Contractor is required to submit the following documents with their bid for the bid to be considered complete:
 - 1. Preliminary Construction Schedule shall be in sufficient detail to show chronological relationship of all Project activities and include daily earth material (soil) production rate.
- b) Notice of Award will be issued within sixty (60) calendar days after Bid Opening.
 - 1. City Council will tentatively consider bids at **October 15, 2025** Council meeting.
 - 2. Notice of Award is anticipated to be issued as early as **October 22nd, 2025.**
- c) Notice to Proceed (NTP) anticipated to be issued as early as **October 29th, 2025.**
 - 1. Work shall begin within fourteen (14) calendar days after receiving the Notice to Proceed by the Owner.
- d) Pre-Construction meeting anticipated to be **November 5th, 2025.**
- e) Start of construction anticipated to be **November 12th, 2025.**
- f) Description of Work and Schedule Constraints
 - 1. Work shall be completed within one hundred and fifty (150) calendar days following the Notice to Proceed.
 - 2. Liquidated Damages for overall project schedule and subsets of work – Two Thousand Dollars (\$2,000.00) per calendar day as specified in the Project Specifications.

VII. Description of Work and Schedule Constraints – Section 01 11 00

- a) The demolition of existing pumps and motors on wells on the Project site shall be the last order of work. Until project end, equipment shall remain in place for on-site wells use by Contractor as a back-up water supply.

VIII. Coordination of Work – Section 01 11 10

- a) The City of Los Banos is constructing the Final Kilometer Sewer Trunk Line Replacement Project which includes a 36-inch sewer trunk line, 60-inch pre-cast manholes, temporary bypass systems and associated improvements. The Final Kilometer Sewer Trunk Line Replacement Project traverses the Basin and Stormwater Capture Project Site. The Notice to Proceed was issued on May 14, 2025 with a time of completion of 385 calendar days. Contract is with Rolfe Construction.
- b) Contractor may have to work around construction that is occurring for the Final Kilometer Sewer Trunk Link Replacement Project at one or both of the project approved crossing locations near the canals on either side of the City property. Access across the City existing and proposed sewer pipelines at the approved locations may be temporarily blocked, be limited or require improvements by Contractor to cross.

IX. Temporary Facilities – Section 01 50 00

- a) Part 1.4 – Access Roads and Staging Area:
 - i. Vehicle and equipment access to the project site may only occur along the US Bureau of Reclamation San Luis Drain westerly embankment from Highway 152. Access is conditional upon Contractor acceptance of all access permit conditions contained in Appendix D.
 - ii. With permission of the Engineer, if the siphon in the GWD San Luis Canal constructed as part of the Final Kilometer Sewer Trunk Line Replacement Project is completed, access may be allowed from the AG Sports Complex/Dog Park off Mercy Springs Road to the San Luis Canal and then south and across the San Luis Canal. Contractor shall protect existing facilities.
 - iii. No access is allowed through the City of Los Banos Wastewater Treatment Plant or across the bridges or facilities over the GWD Santa Fe Canal or the US Bureau of Reclamation San Luis Drain, or along the US Bureau of Reclamation San Luis Drain embankment from Henry Miller Road.
 - iv. The GWD San Luis Canal and USBR San Luis Drain embankments on either side of the Project site shall not be blocked and must remain open for access by the facility owners and operations, the Final Kilometer Sewer Trunk Line Replacement Project contractor and others.

X. Watering – Section 01 51 36

- a) The Contractor shall pay for and shall construct all facilities necessary to furnish water for his use during construction. The Contractor shall pay for all water used for the Contractor's operations prior to final acceptance. If available, the Contractor may make arrangements with the Owner to use nonpotable well water on site, or the adjoining Grassland Water District San Luis Canal for water during construction. The

City makes no representation of the availability of flow from any of the noted water sources.

- XI. Before starting work the contractor must submit:
 - a) Construction Schedule and notification of planned start date
 - b) Bonds, Insurance Certificates, and Policies
 - c) Indemnity Agreement
 - d) Contract
- XII. Project Meetings
 - a) Pre-construction meeting
 - b) Weekly project status meetings (as requested by Owner)
- XIII. Construction Review will be performed by the City of Los Banos prior to construction.
- XIV. Construction Review will be performed by the City of Los Banos when construction commences.
- XV. Construction Staking
 - a) Use Staking Request Form found in the Contract Documents Appendix and P&P will stake as described in Section 01 57 50 – Construction Stakes, Lines, & Grades.
 - b) Contractor can request from P&P the AutoCAD design drawings.
 - c) Contractor responsible for all other staking and re-staking.
- XVI. Progress Payments will be made monthly as described in the Project Specifications.
- XVII. Questions
 - a) Direct all email questions to entire Project team:
 - 1. Joe Heim joe.heim@losbanos.org
 - 2. Jelene de Melo jelene.demelo@losbanos.org
 - 3. Eric Abrahamsen eabrahamsen@ppeng.com
 - 4. Antonio Bejarano abejarano@ppeng.com
 - 5. Grecia Enns genns@ppeng.com
 - b) **Written responses will take precedence over discussion on the job site.**
- XVIII. Questions / Notes

[illegible]

CITY OF LOS BANOS
BASIN AND STORMWATER CAPTURE PROJECT

ATTENDANCE SHEET
NON-MANDATORY PRE-BID MEETING & FIELD REVIEW
10:00 AM – FRIDAY – SEPTEMBER 19, 2025

	Name / Company	Address	Office / Cell	Email
1.	Antonio Bejarano Provost & Pritchard	455 W. Fir Avenue Clovis, CA 93611	O: (559) 449-2700	abejarano@ppeng.com
2.	Keith Kidwell Remedial Transportation Serv.	31194 Shelby Ln. Shafter, CA	C: 661-910-5702	K.Kidwell@RTSInc.com
3.	MATT TUCKNESS PERFORMANCE GRADING	6582 W SHIELDS FRESNO, CA	C 559 # 939-6927	MTUCKNESS.PGI@GMAIL.COM
4.	JEFF CRUZ HYUN CONSTRUCTION	6533 ROSEDALE HWY PARKERSBURG, CA	661 325-6107	Jcruz@earthmover.com
5.	KIRK KOSLIN STEVE P. RADOS, INC.	9550 ELDER CREEK RD SACRAMENTO, CA	(916) 475-1654	nr.bids@rados.com KKoslin@rados.com
6.	KEVIN FEES FEES CONSTRUCTION	11559 RD 120 PEBLEY CA 93256	559-901-6969	KEVINDAVEFEES@GMAIL.COM
7.	Vic Arretche Wood Bros Inc	P.O. Box 216 Lemoore, CA 93245	559-924-7715 559-977-8721	vic@woodbrosinc.com tims@woodbrosinc.com

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NON-MANDATORY PRE-BID MEETING & FIELD REVIEW
10:00 AM – FRIDAY – SEPTEMBER 19, 2025

	Name / Company	Address	Office / Cell	Email
8.	James Canepa George Reed Inc		209-556-2746	james.canepa@georgereed.com
9.	Cameron Harmon stimpel wiebelhaus		530-262-4210	Cameron@SWAInc.net
10.	Abel Cervantes Machado and Sons Construction		709-632-5260	estimating@machadoandsons.com
11.	Sam McElintock McElintock and Kuster		760-515-0581	smcintock@mcintockandkuster.com
12.	Kaitlyn Venegas Frontline General Engineering Construction		(510) 954-0739	estimating@frontlinegc construction.com
13.	Stephen Ryan Odin Environmental solutions LLC		916-644-0540	SRINGEN@ODINENV.com
14.	Korey Marr Graniterock		209-663-8783	estimating@graniterock.com

CITY OF LOS BANOS
BASIN AND STORMWATER CAPTURE PROJECT

ATTENDANCE SHEET
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10:00 AM – FRIDAY – SEPTEMBER 19, 2025

	Name / Company	Address	Office / Cell	Email
15.	Danny Salinas Eclipse Construction Service		661-447-2879	Estimating@eclipseconstruction services.com
16.	Daniel Ramo's Teichert Construction		(559) 813-3100	estimating@teichert.com
17.	Art Spivecca T&S CONST.		916-956-9339	ART@916PIPE.COM
18.	Tate Borba Sinclair General Engineering		(209) 493-7419	tborba@sinclairconstruction inc.com
19.	Jelene Demelo City of Los Banos	411 Madison Ave LB CA 93635	209 827-7056	Jelene.demelo@losbanos.org
20.				



FIGURE 1 - EXISTING CONCRETE LINED IRRIGATION CHANNEL