

CITY OF LEMOORE
PUBLIC WORKS DEPARTMENT

CONTRACT BOOKLET (CIVIL PROJECT)
FOR THE

WELL 14 LINER INSTALLATION PROJECT

PROJECT # 26001

December 05, 2025

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I. AGREEMENT

- ❖ Construction Agreement Template

II. STANDARD DRAWINGS AND PLANS

- ❖ City of Lemoore Standard Drawings
 - NOT APPLICABLE

III. FEDERAL FUND REQUIREMENTS

- ❖ CALTRANS Division of Local Assistance Office Bulletins ([DLA-OBs](#)) Form FHWA-1273
 - NOT APPLICABLE
- ❖ CALTRANS Local Assistance Procedures Manual ([LAPM](#)) Forms and [Exhibits](#)
 - NOT APPLICABLE
- ❖ HUD – CDBG Federal Requirement Package¹
 - NOT APPLICABLE

IV. MISCELLANEOUS SPECIFICATIONS AND EXCERPTS

- ❖ [Geotechnical Investigation Report]²
 - NOT APPLICABLE

¹ A bidder shall fill out and submit all CDBG Certifications (Form HC-44) as parts of his bid proposal. See the CDBG Certifications in the Bid Proposal of the Construction Specifications.

² The Geotechnical Engineering Investigation Report has been incorporated into this Construction Specifications for the Contractor's reference only. Changes in conditions of the site could have occurred since the Geotechnical Report was prepared. However, it is advised that the Contractor familiarized himself with the existing site conditions and recommended conclusions as outlined in this Geotechnical Report.

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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City Clerk of the City of Lemoore ("City") for furnishing all labor, materials, services, and equipment, and performing all work necessary as specified for, but not limited to, rehabilitation of Well 14 on the Well 14 Liner Installation Project ("Project").

Pre-bid meetings will be held on December 17, 2025, at 2:00 p.m., in the Conference Room at the City's Public Works Building located at 711 W Cinnamon Drive, Lemoore, CA 93245. The meetings *will not* include a site visit. **Attendance at one of the pre-bid meetings is NOT mandatory.**

A comprehensive list of bid quantities is included in the bid proposal form. Bids will be accepted for the entire scope of work in accordance with the plans and specifications on file with the City Clerk. Plans, specifications, proposal forms, contracts, and special provisions are available for free download from _____, which is accessible on the City website. Questions during the bidding process should be directed to Christal Schisler at cschisler@lemoore.com or by phone at 559-924-6744.

Bids must be filed with the City Clerk at 711 West Cinnamon Drive, Lemoore, California, **before 2:00 p.m., January 7, 2026**, at which time the City Clerk will open said bids. Bids shall be submitted in sealed envelopes and marked:

Bid Proposal: Well 14 Liner Installation Project

No bid will be considered unless submitted on a bid proposal form provided by the City Engineer. Each bid must be accompanied by a certified or cashier's check or bidder's bond on the City's form, made payable to the City, for an amount equal to at least ten percent (10%) of the bid amount. Such a guarantee will be forfeited if the bidder awarded the contract fails to enter into the contract. In accordance with Chapter 13 (starting with Section 4590), Division 5, Title 1 of the Government Code of the State of California, securities may be substituted for monies withheld on the project.

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the General Prevailing Rates and wages and employer payments for health and welfare pension, vacation, travel time and subsistence pay, as provided for in Section 1773, apprenticeship or other training programs authorized by section 3093, and similar purposes applicable to the work to be done. Said wages are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/DLSR/PWD>. A copy of the above-mentioned wage rates shall be posted by the Contractor at the job site, where it will be available to any interested party.

In accordance with Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. 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 by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. See Section 7-2 of the Standard Specifications (General Conditions) for additional requirements.

All bids must be compared based on the City Engineer's estimate of the quantities of work as shown in the bid proposal form. The Contractor must be licensed in accordance with the provisions of the Business and Professions Code, Division 3, Chapter 9 "Contractor." Bidders for this project must hold a valid Class 57 License before the contract is awarded and should indicate the license's expiration date and license number on the bid proposal if available. Award consideration will occur at the earliest available Council meeting or as authorized by the City Manager to award and execute the contract. All statements made in the proposal are made under penalty of perjury.

The City reserves the right to reject any or all bids, to waive any informalities or minor irregularities in the bids received, or to award the contract to the lowest responsible bidder as may serve the best interest of the City.

Time of Completion for the Project shall be thirty (30) calendar days from the date established in the Owner's Notice to Proceed.

Unless otherwise required by law, no bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening thereof or any authorized postponement thereof. The Owner reserves the right to take more than sixty (60) days to decide whether to reject bids or award the Contract.

CITY OF LEMOORE

By: Estevan Benavides, Public Works Director

Date: 4 December 2025

Published: The Hanford Sentinel, December 5, 2025
 The Hanford Sentinel, December 12, 2025

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INSTRUCTIONS FOR BIDDERS

BID PROPOSALS:

Bid proposals (or "bids"), to receive consideration, shall be made in accordance with the following:

1. Bids shall be made on the form included in the bid package. Bids not made on the proper form shall be disregarded. Numbers must be stated in words and figures, and the signatures of all individuals must be in longhand. All information requested in the Bid Proposal shall be provided in full by the bidder.
2. No bid will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications.
3. Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be referred immediately to the Owner who will send written instructions clarifying such questions to each bidder. Oral responses will not be binding on the Owner.
4. Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.
5. **REQUIRED DOCUMENTS:** Each bid must be accompanied by a completed Noncollusion Declaration, Subcontractor Designation, Disadvantaged Business Enterprise Acknowledgement, Bid Bond (or other lawful security), Sufficient Funds Declaration (Labor Code § 2810), Workers' Compensation Certificate, Iran Contracting Act Certification (if required), Drug Free Workplace Certification, and proof of registration of the contractor and subcontractors pursuant to Labor Code section 1725.5. Except for the proof of registration, the bidder shall use the City's attached forms for these submissions.
6. Bids shall be sealed when filed with the City prior to the bid opening. Irrespective of how a bidder chooses to deliver the bid and other documents to the Owner, the bidder is responsible for ensuring that the bid and other documents are actually received at the location designated in the Contract Documents for receipt of the bid and other documents prior to the time for the bid opening. Bids and other documents for any reason not actually received at the designated location prior to the time for the bid opening shall not be opened or considered.

WITHDRAWAL OF BIDS:

Bids may be withdrawn by bidders prior to the time fixed for the submittal of bids or any authorized postponement thereof. A successful bidder shall not be relieved of the bid unless by consent of the Owner or bidder's recourse to Public Contract Code §5100 et seq.

OPENING OF BIDS:

Opening of bids shall be as soon after the time set as will be possible. Any and all bidders will be permitted to attend.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

Before submitting a bid, bidders shall examine the drawings, read the specifications, the form of Agreement between Contractor and Owner, and all other Contract Documents.

An optional pre-bid meeting will be held on December 17, 2025, at 9:00 a.m. in the Conference Room at the City's Public Works Building located at 711 West Cinnamon Drive, CA 93245. Whether or not bidders attend the optional pre-bid conference, which will include the opportunity to inspect the site and may include dissemination of additional information in response to questions or otherwise, all bidders will be deemed to have notice of all conditions and information which bidders could have obtained by attending the optional pre-bid conference, including but not limited to any conditions in, at, and about the site, the building or buildings, if any, and any work that may have been done thereon.

Pursuant to Public Contract Code section 1104: (1) Bidders shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, except on clearly designated design build projects; (2) however, bidders shall be required to review architectural or engineering plans and specifications prior to submission of their bids and to report any errors and omissions to the Owner; and (3) the review shall be confined to the bidder's capacity as a bidder and not as a licensed design professional.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

The form of the agreement between Owner and Contractor which the successful bidder will be required to execute, if awarded the Work, is a Contract Document and is part of this bid package.

ADDENDA OR BULLETINS:

Any addenda or bulletins issued prior to the bid opening shall form a part of the drawings, specifications, and Contract Documents, and shall be covered in the bid.

EVIDENCE OF RESPONSIBILITY:

Each bidder shall provide all evidence of the bidder's responsibility under Public Contract Code section 1103, as may be requested in the bid proposal form. In addition, upon the request of Owner after the bid opening, a bidder shall submit promptly to the Owner or its designee additional evidence of the bidder's responsibility under Public Contract Code section 1103. The Owner may consider such evidence before making its decision to award the proposed contract. Failure to submit evidence of the bidder's or its subcontractors' responsibility to perform the proposed contract, either as part of the bid or after the bid opening, may result in rejection of the bid.

AWARD OF CONTRACT:

Rejection of any or all bids, to contract work with whomever and in whatever manner, to abandon work entirely, and/or to waive any informality in receiving of bids is reserved as the right of the Owner.

The Contract shall be awarded to the lowest responsible and responsive bidder as interpreted by the Owner under California law and as specified herein and shall be entered into by the successful bidder within ten (10) days after mailing, faxing or delivery of the Notice of Award of Contract. Owner reserves the right, without any liability, to cancel the award of any bid for any reason at any time before the full execution of the Agreement between Owner and Contractor.

EXECUTION OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

The Agreement between Owner and Contractor shall be signed by the successful bidder in as many originals as the Owner deems necessary and returned, together with the required performance and payment bonds, insurance certificates, additional insured endorsement, and declarations page within ten (10) days after the mailing, faxing or delivering of the Notice of Award of Contract. If the ten (10) day period would expire after the date for commencement of the Work, Contractor must submit the documents before the date of commencement of the Work. If the successful bidder does not comply with this paragraph, Owner may revoke and/or cancel the award to the successful bidder and award the Contract to the next lowest bidder, or may otherwise proceed as allowed by law.

The Performance Bond shall be in the amount equal to one hundred percent (100%) of the contract amount, and the Labor and Materials (Payment) Bond shall be in the amount equal to one hundred percent (100%) of the contract amount. Said bonds shall be on the City's forms and shall be issued by a

surety company which is an admitted surety insurer authorized by the California Department of Insurance to transact business in this state, which has a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies, and which is acceptable to the City. Bidders are cautioned that representations made by surety companies will be verified with the California Department of Insurance.

SUBSTITUTION OF MATERIALS:

The Contractor must ensure that any proposed substitutions by the Contractor or its subcontractors, seeking possible approval of any equipment or materials thought to be equal to or better than those specified in the drawings or specifications, are submitted to the Owner a minimum of fourteen (14) calendar days prior to the bid opening to allow time for review. If approved, Owner will issue an addendum seven (7) calendar days prior to bid opening, including all equipment and materials deemed equivalent to those specified and approved. Submittals shall include comparative data of the specified equipment or material and the proposed substitution as set forth in the Contract Documents. Submittals without this information will be automatically rejected.

TAXES:

The Owner is generally exempt from payment of Federal Excise Tax on materials. The Owner will furnish exemption certificates to the Contractor to be used to obtain materials ordinarily subject to Federal Excise Tax without payment of the tax. Bidder shall execute a change order to reduce the contract price by the amount of any and all cost savings received by Contractor by virtue of the exemption certificates.

SECURITIES IN LIEU OF RETENTION; ESCROW ACCOUNT:

Contractor may substitute securities in lieu of retention, as provided by Public Contract Code section 22300. If Contractor requests the Owner to deposit retention in an escrow account at a bank, the parties shall enter an escrow agreement as provided in Public Contract Code section 22300.

BID PROTEST PROCEDURES:

All bid protests must comply with the following, or they shall be rejected as invalid:

1. The protest shall be in writing;
2. The protest shall be filed and received no later than 4:00 p.m. on the fourth (4th) business day after the deadline for submittal of the bids;
3. The protest shall set forth in detail all grounds for the protest, including all facts, supporting documentation, legal authorities and arguments in support of the bid protest;
4. Before the bid protest deadline, the protesting party shall transmit the complete bid protest, including all documentation, to all other parties having a potential interest that may be adversely affected by the outcome of the protest, including but not limited to all other bidders who may have a reasonable prospect of losing or obtaining an award of the Contract depending on the outcome of the protest; and
5. All factual contentions must be supported by competent, admissible and credible evidence.

The procedures and time limits set forth in this section for bid protests are strictly construed and are protesting party's sole and exclusive remedy in the event of a bid protest. Protesting party's failure to strictly comply with these procedures and time limits shall constitute a waiver of any right to further pursue the bid protest, including but not limited to the presentation of a Government Code claim or legal proceedings. Any matter not set forth in the protest, including any ground for the protest or any evidence supporting a ground for the protest, shall be deemed waived.

A protesting party may not rely on the bid protest submitted by another protesting party, but must timely pursue its own bid protest.

Owner shall review a bid protest that was not rejected for failing to comply with the above procedures. Any final decision on such a bid protest shall be made by the City Council.

BID PROPOSAL

FOR THE WELL 14 LINER INSTALLATION PROJECT

TO: The City Manager
City of Lemoore

FROM: CONTRACTOR

Name of bidder

We, the undersigned bidder, having carefully examined the location of the Work, the Plans and Specifications, and all other Contract Documents, hereby propose to furnish, in strict accordance with the Contract Documents, all of the materials, labor and equipment necessary for the completion of this project and assume all liability imposed upon the Contractor by the Contract, and to accept as full compensation the unit prices set forth in the following bid items, to wit:

Note: Bidders must include the unit price in both words and figures for each bid item.

BASE BID ITEMS

Item	Quantity	Unit	Item Description with Unit Price in Words	Unit Price	Bid Price
1.	1	L.S.	Mobilization and demobilization @ _____ _____ _____	\$ _____	\$ _____
2.	800	L.F.	MDAT. @ _____ _____ _____	\$ _____	\$ _____
3.	4	Each.	Existing casing swaging per swaged section. @ _____ _____ _____	\$ _____	\$ _____
4.	800	L.F.	F&I 14" Φ OD, 0.50-inch wall thickness LCS blank casing per foot. @ _____ _____ _____	\$ _____	\$ _____
5.	7	Yds.	Concrete for pump pedestal retrofitting per yard. @ _____	\$ _____	\$ _____

{SR129380}IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS FOR UNIT PRICE QUOTED SHALL PREVAIL.

6.	8	Lbs	Steel structural plate per pound @ _____	\$ _____	\$ _____
7.	1	L.S.	Post-installation video survey @ _____	\$ _____	\$ _____
8.	1	L.S.	Well Disinfection @ _____	\$ _____	\$ _____

{SR129380}IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS FOR UNIT PRICE QUOTED SHALL PREVAIL.

BIDDER QUALIFICATION QUESTIONNAIRE

INSTRUCTIONS TO BIDDER: Bidder must answer all questions and provide all information requested on additional pages, all of which must be submitted with the Bid Proposal by the bid opening deadline.

A. GENERAL REQUIREMENTS FOR QUALIFICATION

1. Contractor has a liability insurance policy with a policy limit of at least: a) \$3,000,000 per occurrence and \$5,000,000 aggregate for projects of \$1M or more.

☐ Yes ☐ No

2. Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.

☐ Yes ☐ No ☐ contractor is exempt from this requirement,
because it has no employees

3. At the time of submitting this form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

☐ Yes ☐ No

If the answer is "Yes," state the beginning and ending dates of the period of debarment.

4. Was your firm in bankruptcy at any time during the last five years?

☐ Yes ☐ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

B. Licenses

1. List all valid and current California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

2. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

3. Has any contractor's license held by your firm, or its responsible managing employee ("RME") or responsible managing officer ("RMO") been suspended or revoked at any time in the last five years?

☐ Yes ☐ No

If "yes," please explain on a separate signed sheet.

{SR129380}IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS FOR UNIT PRICE QUOTED SHALL PREVAIL.

C. Disputes

1. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

☐ Yes ☐ No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

2. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

☐ Yes ☐ No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for prequalification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

3. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

4. In the past five years has any claim of \$50,000 or more against your firm concerning your firm's work on a construction project been filed by a project owner in court or arbitration?

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

5. Excluding "pass-through" claims originated by subcontractors or suppliers of yours, in the past five years, has your firm made any claim of \$50,000 or more against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

6. Has your firm had a contract for a public work of improvement in the last five years that was terminated by the project owner (except a termination for convenience)?

☐ Yes ☐ No

(SR129380) IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS FOR UNIT PRICE QUOTED SHALL PREVAIL.

If the answer is "Yes," for each such contract attach a separate sheet identifying the owner, your bonding company, the original contract value, the value of the work terminated and a brief explanation of the circumstances leading to the termination.

7. Has your firm ever entered into a settlement agreement, or otherwise agreed, with a public entity that your firm would not bid on future projects advertised by the public entity for a specified period of time?

☐ Yes ☐ No

If the answer is "Yes," for each such agreement attach a separate sheet identifying the public entity and the period of time during which your firm agreed not to bid.

8. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

☐ Yes ☐ No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

9. Has any stop payment notice in the last five (5) years resulted in a claim against your payment bond?

☐ Yes ☐ No

If "yes," explain on a separate signed page.

D. Criminal Matters and Related Civil Suits

1. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

2. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☐ No

{SR129380}IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS FOR UNIT PRICE QUOTED SHALL PREVAIL.

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

E. Bonding

1. List all sureties (name and full address, plus name, address and telephone number of surety agent) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

2. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

3. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☐ No

If "yes," provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

4. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

☐ Yes ☐ No

F. Compliance with Occupational Safety and Health Laws and Other Labor Legislation Regarding Safety

1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years; or has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

☐ Yes ☐ No

If "yes," attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

2. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

☐ Yes ☐ No

If "yes," attach a separate signed page describing each citation.

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

(SR129380)IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS FOR UNIT PRICE QUOTED SHALL PREVAIL.

G. Prevailing Wage and Apprenticeship Compliance Record

1. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws, or the federal Davis-Bacon prevailing wage requirements?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☐ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

2. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

☐ Yes ☐ No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

H. Experience

1. Identify all public works contracts on which you have performed work over the last three (3) years where you entered a direct (i.e., prime) contract with the public agency owner of the project, and provide the following information for each contract:
- The public agency owner, its design professional, and its construction manager.
 - The contact persons at the owner, the design professional, and the construction manager.
 - The name of project.
 - The delivery method of the project (e.g., single prime competitive bidding, multiple prime competitive bidding, design-build, etc.).
 - The date of the owner's award of the contract to you.
 - The original scope of work in the contract.
 - The original contract price.
 - The original contract time for performance.
 - Any claims against the owner presented by you, including the amount claimed and each basis of the claim.
 - Any lawsuit or cross-complaint against the owner filed by you, including the amount claimed, each basis of the lawsuit or cross-complaint, the name of the court, and the case number.
 - Any demand for arbitration given to the owner by you, including the amount claimed and each basis of the demand for arbitration.
 - Any amounts withheld by owner from progress payments to you or release of retention to you, including the amount withheld and the each basis for the withholding.
 - Any lawsuit or cross-complaint filed by the owner against you, including the amount claimed, the name of the court, and the case number.
 - Any demand for arbitration given by the owner to you, including the amount claimed and each basis of the demand for arbitration.
 - A copy of any settlement agreement, change order, or other document (including e-mail or letter) that resolved one or more of the above claims, lawsuits, cross-complaints, or arbitrations.
 - The total of payments you received from the public agency owner for the project, including all settlements, change orders, awards, or judgments; and the total of any payments from you to the public agency owner for the project, including all settlements, change orders, awards, or judgments.
2. Of the contracts identified in response to Question #1, above, identify each contract where your work was not completed by the original completion deadline, including the following information for each such contract:

(SR129380)IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS FOR UNIT PRICE QUOTED SHALL PREVAIL.

- a. Number of calendar days from original completion deadline to full and final completion of your work on the project as required by the contract.
 - b. All reasons for the delay in completion, including delay for which you were responsible.
3. Of the contracts identified in response to Question #1, above, identify each contract where a Civil Wage and Penalty Assessment ("CWPA") or Determination of Civil Penalty ("DCP") was issued by the Division of Labor Standards Enforcement against you or your subcontractors, including the following information for each such CWPA and DCP on that contract:
 - a. Description of each CWPA and DCP, including the amount of any wages due or penalties assessed under each CWPA and DCP.
 - b. A copy of each CWPA and DCP.
 - c. Reasons for the issuance of each CWPA and DCP.
4. Of the contracts identified in response to Question #1, above, identify each contract where the public agency owner or one or more of its representatives for the contract are contractually or legally prohibited from speaking to the Owner about any aspects of the contract, including the following information for each such contract:
 - a. The aspect or aspects of the contract the public agency owner or its representative is prohibited from discussing with the Owner.
 - b. The details of the contractual or legal prohibition that prevents the public agency owner or its representative from speaking with the Owner about an aspect of the contract.
 - c. Whether you agree to waive the above contractual or legal prohibition so that the public agency owner or its representative may speak with the Owner about all aspects of the contract, including your performance of the work under the contract and any disputes that occurred during the contract.

{SR129380}IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS FOR UNIT PRICE QUOTED SHALL PREVAIL.

BID SUMMARY

Total amount of Base Bid Items 1 through 8 \$ _____

Total amount of Base Bid is _____
_____ dollars and _____ cents.

ALL BID PRICES IN THE BASE BID SECTION SHALL BE DETERMINED BASED ON THE UNIT PRICE. IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE IN WORDS AND FIGURES, THE UNIT PRICE QUOTED IN WORDS SHALL PREVAIL.

The city reserves the right to waive any informalities or minor irregularities in the bids. In case the unit price in words is incorrectly written as the bid price for a quantity-based item, and the price in words matches exactly the numerical bid price, it will be considered that the unit price in figures is given in good faith. Only in such cases, the unit price in figures will be used.

CONTRACTOR SHALL BID ON ALL OF THE ITEMS IN THE BASE BID SECTION AND, IF APPLICABLE, THE ALTERNATE BID SECTION. THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

The low bid shall be determined as described in the Notice to Bidders.

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

Our Public Liability and Property Damage Insurance is placed with:

Our Workers' Compensation Insurance is placed with:

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in Completing the Contract, they are to become a part thereof.

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

ADDENDA - This proposal is submitted with respect to the changes to the contract included in addendum number/s

WARNING: If an addendum or addenda have been issued by the administering agency and not noted above as being received by the bidder, this proposal may be rejected.

The undersigned has carefully checked all of the above figures and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

A certified or cashier's check made payable to the City, or a bid bond in favor of said City on the City's form, for

_____ (\$ _____),

which amount is not less than ten percent (10%) of the total amount of this proposal, is attached hereto and is given as a guarantee that the undersigned will execute an agreement and furnish the required bonds if awarded the contract and in case of failure to do so within ten days from notice of award the same will be forfeited to the City.

BIDDER'S INFORMATION AND SIGNATURE

The undersigned certifies that he has a valid license as Contractor in the State of California, for the classes required on this Project (Class _____), the numbers of which are _____ and the expiration dates of which are _____. The authorized person signing below affirms that the information, answers, and representations in this bid are true, correct, and complete, and he/she acknowledges and understands that they are made under penalty of perjury under the laws of the State of California.

1. Bidding Firm	2. Type of Business <input type="checkbox"/> Corporation <input type="checkbox"/> Jt. Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Individual DBA _____
3. Business Address	4. Telephone Number ()
<div style="display: flex; justify-content: space-between; font-size: small;"> City State Zip Code </div>	5. Fax Number ()
6. E-mail Address	8. Signature of Authorized Person
7. Name of Authorized Person	

PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE:

- 1) If bidder is an individual, enter name here in style used in business; if a joint venture, exact names of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation under which it is incorporated.
- 2) If bidder is other than an individual, identify here its character, i.e. corporation (including state of corporation), joint venture, partnership, etc. If bidder is an individual operating under a trade name, state "Individual DBA (trade name in full)".
- 3) State on this line the address to which all communications and notices regarding the Bid Proposal and any contract awarded thereunder, are to be addressed.
- 4) State on this line the phone numbers to which all general communications will be directed.
- 5) State on this line the fax numbers to which all general communications will be directed.
- 6) State on this line the E-mail address to which all electronic communications and notices are to be addressed.
- 7) If bidder is a joint venture, signature must be by one of the joint ventures, and if one or both of the joint ventures is a partnership or a corporation each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his signature. Where bidder is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation and their business addresses must be shown below:

_____	_____
_____	_____
_____	_____

NOTE: All signatures must be signed and printed or typewritten above. All addresses must be complete with street number, city and state information.

[END OF BID PROPOSAL FORM]

SUBCONTRACTOR DESIGNATION

Pursuant to the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California, the Bidder hereby designates below, for the project, opposite various portions of work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the amount of the total bid. All work not listed below shall be performed by the undersigned bidder. It is understood that the bidder, if awarded the contract, shall not substitute any subcontractor in place of the subcontractors herein designated subcontractor, or sublet or subcontract any of the work as to which a subcontractor is not herein designated without the consent of the City and approval of the Engineer. The bidder may submit a correct subcontractor license number within 24 hours after the bid opening if the corrected number corresponds to the submitted name and location of that subcontractor. If so corrected, an inadvertent error in listing the subcontractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive. The subletting or subcontracting of any work for which there was no subcontractor designated in the original bid may be permitted only in case of public emergency or necessity. The Contractor shall perform, with its own organization, no less than five (5) percent of the original total contract price, except for all federal-aid projects, which is thirty percent (30%) minimum, as defined in the Caltrans' [Local Assistance Procedures Manual](#) Chapter 16 Subsection 16.6 "Subcontractors."

NOTE: List one firm only for each portion of work. All sub-contractors' names, license numbers, and portions of work must be clearly printed or typewritten below, except street address, city, state, and zip code information may be provided within 24 hours of the opening of bids.

SUBCONTRACTOR 1

Portion of Work (describe portion, and state percentage of total contract price)

()			
Company Name	Phone	License #	DIR Registration #
California Contractor License Number		Email Address	
Address	City	State	Zip-code

SUBCONTRACTOR 2

Portion of Work (describe portion, and state percentage of total contract price)

()			
Company Name	Phone	License #	DIR Registration #
California Contractor License Number		Email Address	
Address	City	State	Zip-code

SUBCONTRACTOR DESIGNATION (CONT.)

NOTE: Use additional pages if necessary. List one firm only for each portion of work. All sub-contractors' names, license numbers, and portions of work must be clearly printed or typewritten below, except street address, city, state, and zip code information may be provided within 24 hours of the opening of bids.

SUBCONTRACTOR 3

Portion of Work (describe portion, and state percentage of total contract price)

()

Company Name

Phone

License #

DIR Registration #

California Contractor License Number

Email Address

Address

City

State

Zip-code

SUBCONTRACTOR 4

Portion of Work (describe portion, and state percentage of total contract price)

()

Company Name

Phone

License #

DIR Registration #

California Contractor License Number

Email Address

Address

City

State

Zip-code

SUBCONTRACTOR 5

Portion of Work (describe portion, and state percentage of total contract price)

()

Company Name

Phone

License #

DIR Registration #

California Contractor License Number

Email Address

Address

City

State

Zip-code

NONCOLLUSION DECLARATION

I, _____, declare that I am the
Name

Owner, Partner, Corporate Officer (list title), Co-Venturer

of _____
Bidding Entity

the party making the foregoing bid 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, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Bidder

Date Signed

(California Public Contract Code Section 7106.)

NOTE: The above Noncollusion Declaration must be submitted with the Bid Proposal. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) **ACKNOWLEDGEMENT**

The undersigned Bidder acknowledges that this project is subject to DBE requirements, and the DBE goal for this project is ***ten percent (10% T.B.D.)***.

The undersigned Bidder further acknowledges that he/she reviewed the contract specifications, including the appendices of the bid package, covering DBE requirements prior to submitting the bid proposal. Successful bidders with the first, second, and third lowest bids shall fill out and submit the Form CEM-1201, Exhibits 12-B, 12-H, 15-G, and 15-H as included in the Appendix of these Specifications entitled "*Federal Fund Requirements*" to City within ***three (3) working days*** after the bid opening.

The undersigned Bidder further acknowledges that the bid proposal will be nonresponsive and disqualified if Bidder fails to satisfy the DBE goal or establish that good faith efforts were made to meet the goal, including failure to submit the correct forms as required showing the DBE goal will be met or that good faith efforts were made to meet the DBE goal.

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime 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 agency. 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 agency's prior written approval. Any violation of this provision shall subject the violating prime 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 prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

Sign By: _____ Date: _____

Print Name: _____

Title: _____

Bidder/Company: _____

BID BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS that we the undersigned _____ as Principal and _____ as Surety, are hereby held and firmly bound unto the City of Lemoore in the County of Kings, California ("Owner") in the sum of _____ Dollars (\$_____) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of Well 14 Liner Installation Project in strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected; or, in the alternative,
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the agreement created by the acceptance of said bid;

then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed hereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this ____ day of _____, 20____, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

(Principal)

(Business Address)

(Signature)

(Corporate Surety)

(Business Address)

By: _____
(Name)

(Signature)

The rate or premium of this bond is _____ per thousand, the total amount of premium charged, \$_____.

(The above must be filled in by Corporate Surety.)

PERFORMANCE BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Lemoore in the County of Kings, State of California, hereinafter called the "Owner," in the sum of _____ Dollars (\$_____) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated _____, 20____, for construction of

the Well 14 Liner Installation Project (the "Contract").

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the specifications.

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the Surety elects to complete the Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or subcontractors, to perform the Work without the written consent of Owner, and the Owner may grant or withhold such consent within its sole discretion.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by _____)
 (Principal and Surety, _____)
 (and acknowledged and _____)
 (Notarial Seal attached _____)

(Affix Corporate Seal)

 (Individual Principal)

 (Business Address)

(Affix Corporate Seal)

(Corporate Principal)

(Business Address)

(Affix Corporate Seal)

(Corporate Surety)

(Business Address)

By: _____

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged is _____.

The above must be filled in by Corporate Surety.

PAYMENT BOND

(Labor and Material)

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the City of Lemoore, in the County of Kings, California (the "Owner" of the public works contract described below) and _____, hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct

Well 14 Liner Installation Project (the "Contract")

which said agreement dated _____, 20__, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of _____ Dollars (\$_____) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this _____ day of _____, 20__.

(To be signed by _____)
(Principal and Surety, _____)
(and acknowledged and _____)
(Notarial Seal attached _____)

Principal

Surety

By: _____
Attorney-in-Fact

The above bond is accepted and approved this _____ day of _____.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Name of Contractor

Signature

Print Name

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG FREE WORKPLACE CERTIFICATION

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- (b) Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or organization's policy of maintaining a drug-free workplace;
 - (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - (4) The penalties that may be imposed upon employees for drug abuse Violations;
- (c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Contractor

Signature

Print Name

Date

SUFFICIENT FUNDS DECLARATION

Owner: City of Lemoore

Contract: Well 14 Liner Installation Project.

I, _____, declare that I am the _____ *[insert title]* of _____, the entity making and submitting the bid for the above Contract that accompanies this Declaration, and that such bid includes sufficient funds to permit _____ *[insert name of entity]* to comply with all local, state or federal labor laws or regulations during the Contract, including payment of prevailing wage, and that _____ *[insert name of entity]* will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on _____20____, at _____ *[city]*, _____ *[state]*.

Date: _____

Signature

Print Name: _____

Print Title: _____

SECTION 1 THROUGH 95 INCLUSIVE - STANDARD SPECIFICATIONS

The "City of Lemoore Standard Specifications and Standard Drawings" dated October 3, 2003, and any addenda thereto, altogether hereinafter referred to as the "Standard Specifications," is hereby referenced herewith in its entirety and included as an integral part of these Specifications and Plans. Copies of the Standard Specifications may be obtained from the City at 711 West Cinnamon Drive, Lemoore, California, for a nominal fee, or for free on the City's official website at https://lemoore.com/wp-content/uploads/2018/03/lemoore_standard_specifications.pdf

Following is a copy of the Table of Contents from said Standard Specifications, for reference purposes.

All strikethrough sections indicate provisions that are not applicable to this contract.

GENERAL PROVISIONS

Section 1	Definitions And Terms
Section 2	Proposal Requirements And Conditions
Section 3	Award And Execution Of Contract
Section 4	Scope Of Work
Section 5	Control Of Work
Section 6	Control Of Materials
Section 7	Legal Relations And Responsibility
Section 8	Progress And Prosecution
Section 9	Measurement And Payment
Section 10	Dust Control
Section 11	Mobilization
Section 12	Traffic Control; Construction Traffic Control Devices
Section 13	(Blank)
Section 14	(Blank)
Section 15	Removing Existing Facilities

TECHNICAL PROVISIONS

Section 16	Clearing And Grubbing
Section 17	Water Use
Section 18	Dust Palliative
Section 19	Earthwork
Section 20	Landscape Planting
Section 21	Landscape Irrigation Systems
Section 22	Finishing Roadway
Section 23	(Blank)
Section 24	Lime Stabilization
Section 25	Aggregate Subbases
Section 26	Aggregate Bases
Section 27	Cement Treated Bases
Section 28	Lean Concrete Base
Section 29	Treated Permeable Bases
Section 30	30 Through 36 (Blank)
Section 37	Bituminous Seals
Section 38	(Blank)
Section 39	Asphalt Concrete Pavement, Dikes
Section 40	Portland Cement Concrete Pavement

Section 41	41 Through 62 (Blank)
Section 63	Storm Drainage Facilities
Section 64	Sanitary Sewer Facilities
Section 65	Sanitary Sewer Force Mains
Section 66	Potable Water Distribution Facilities
Section 67	Recycled Water Distribution Systems
Section 68	Jacking Pipe
Section 69	(Blank)
Section 70	Miscellaneous Street Improvements
Section 71	(Blank)
Section 72	(Blank)
Section 73	Concrete Curbs, Sidewalks, Surface Improvements
Section 74	74 Through 79 (Blank)
Section 80	Chain Link Fence, Gates, Timber Barricades
Section 81	Concrete Masonry Wall (Fence)
Section 82	Fiber Optic Facilities
Section 83	Lighting Systems
Section 84	Traffic Stripes, Signs, And Pavement Markings
Section 85	Raised Pavement Markers
Section 86	Traffic Signals And Intersection Safety Lighting
Section 87	(Blank)
Section 88	Engineering Fabrics
Section 89	(Blank)
Section 90	Portland Cement Concrete
Section 91	Paint
Section 92	Asphalts
Section 93	Liquid Asphalts
Section 94	Asphaltic Emulsions
Section 95	Epoxy

SPECIAL NOTE: This project is based on English Units for all measurements. All references to Metric or SI Units in the above Standard Specifications and Standard Drawings shall be converted to English Units for application to the work described herein and on the Construction Drawings (Contract Plans). All references to "Standard Plans" and "Standard Drawings" in these Special Provisions shall mean these City Standard Specifications and Standard Drawings.

SECTION 96 - SPECIAL PROVISIONS

96-01 CONTRACT DOCUMENTS

See Standard Specifications §§1-9 and 4-2 for scope of the Contract Documents.

96-02 SCOPE OF WORK

The Work to be performed under this Contract as described below shall consist of furnishing all materials, equipment, supplies, labor and transportation, and performing all Work as required by and in strict accordance with the Contract Documents, all of which are made a part hereof. The Work shall be complete, including all Work, material, and services not expressly called for or shown in said Contract Documents, which may be necessary for completion and proper construction to carry out the Contract in good faith. The site of Work shall be left in a neat condition. The cost of all Work performed, furnished, and installed is to be included in the amount bid for the various items of Work with no separate compensation allowed therefore.

All Work shall be performed in accordance with the applicable portions of the latest revisions of the City Standard Specifications and Standard Drawings; and any other plans or specifications indicated in the Contract Documents. The scope of Work is outlined in the Contract Documents, including but not limited to the Plans and Contract Specifications.

96-03 PROPOSAL REQUIREMENTS

96-03.1 California Department of Industrial Relations

A. Contractor Registration

In accordance with the California State Senate Bill No. 854¹, all contractors and subcontractors bidding and performing work on Public Works Projects shall register on an annual basis with the California Department of Industrial Relations (DIR). The Contractor and all of his subcontractors must possess and maintain such registration with DIR prior to the award or execution of the contract. The City shall verify the registration on the DIR's Contractor Registration System and notify DIR using the online Public Works Compliance form PWC-100 within **five (5)** days of the award of the contract.

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 Subsection 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Subsection 7029.1 of the Business and Professions Code or by Subsections 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Subsection 1725.5 at the time the contract is awarded.

B. Electronic Certified Payroll Reporting System

Contractors and subcontractors are required to submit certified payroll records into DIR's electronic certified payroll reporting (eCPR) system. Contractors and his subcontractors are required to check with DIR for additional compliance information on its Public Works page.

96-03.2 Contractor's Experience for Well Drilling

The contractor must have a State of California license for water well drilling and shall comply with all regulations of the State regarding the drilling of wells, the keeping and recording of records thereof, and the protection of water sources from contamination.

The contractor shall have in his employ a "responsible managing employee" who shall have at least five (5) years of experience in the drilling of "reverse circulation rotary gravel envelope wells", which were cased with 16-inch or larger diameter casing and were at least 500 feet deep.

¹ Public Works Reforms (SB 854, 2013-2014 Chapter 28). See import information for awarding bodies on the DIR website.

Should such a "responsible managing employee" not be the driller in charge of the work, an employee under his direct supervision that has the same minimum experience shall be the driller on the site in charge of the work.

The contractor shall submit a list of wells drilled by the "responsible managing employee" or of those drilled by the subordinate in charge of the drilling of this well covering either ten (10) wells in the last year or fifteen (15) wells in the past two years. At least five of these wells shall have been public supply wells at least 500 feet in depth. The list shall include the owner's name and address, engineer, geologist, hydrologist, the casing diameter and depth, the well's maximum capacity and the well's specific capacity.

Bidders shall provide the information to the City. All detail information, if not provided with the bid proposals at the bid opening, shall be submitted within twenty-four (24) hours from receipt of bids.

96-04 COMMENCEMENT OF WORK, ORDER OF WORK, TIME OF COMPLETION & LIQUIDATED DAMAGES

The contractor shall begin on-site work within ***seven (7) Calendar Days of the date of the Notice to Proceed and shall diligently prosecute all contract Work to completion before the expiration of thirty (30) Working Days (Monday through Thursday)*** from the date of delivery of the Notice to Proceed. The City shall determine the actual date of construction commencement at the pre-construction meeting.

The contractor shall not proceed with any work until receiving a "Notice to Proceed," but may order the materials necessary for construction immediately after the contract has been awarded by the City. For any material requiring delivery of more than two weeks, the Contractor shall submit a statement with proof of order within three (3) working days after the City's approval of his submittal. Acceptable proof of order shall be document(s) from the manufacturer (not vendor) showing the order date and delivery date for the materials. For details about obtaining time extensions or compensation for delay, see Sections 4-12 and 8-8 in the Specifications.

96-04.1 90-day Maintenance Period

Not applicable.

96-04.2 Liquidated Damages

Liquidated damages shall accrue at a rate of ***one thousand Dollars (\$1,000.00)*** per calendar day for every calendar day of delay in completing the Work under this contract, and for every calendar day of delay in completing a milestone deadline. See Section 96-04, above. Liquidated damages will be cumulative. Reference is made to the Standard Specifications Subsection 8-9 "*Liquidated Damages.*"

Time of Completion and the milestone deadlines, as specified, will be enforced. Work at the project site shall progress to completion in an orderly fashion. Pursuant to the Contract Documents, liquidated damages will be assessed against the Contractor and deducted from progress payments or release of retention, based upon calendar day delay in completion of the project or a milestone deadline.

96-05 EXECUTION OF LIQUIDATED DAMAGES

The Contractor is responsible for completing the project within the allowable calendar days as described above. The Contractor shall contact the City for inspection and final acceptance as the construction is finished (see Section 5-22 of the Specifications). If the construction cannot be completed by the end of completion date, the following procedure shall be taken.

96-05.1 Request for Extension

If the Contractor believes that it is entitled to an extension of time permitted under the Contract for completion, it shall comply with the Contract Documents, including but not limited to Sections 4-12 and 8 of the Specifications.

96-05.2 Extension of Contract Time

The City shall review any request for time extension and respond pursuant to Section 4-12 of the Specifications.

96-05.3 Termination of Contract

If the Contractor fails to finish the construction within the contract time, liquidated damages shall accrue at a rate as described in Subsection 96-04 above, and the City reserves the right to terminate the Contract pursuant to Section 8-13 of the Specifications.

96-06 APPROVED EQUAL**96-06.1 Procedure and Qualifications**

All bidders shall furnish and prepare their bids for the materials as specified in the Construction Plans and these Specifications. Pursuant to the Contractor's request, an alternative to a specified material may be considered by the City as an "approved equal" under Section 6-4 of the Specifications only if all of the following apply:

- The City did not declare the specified material as a sole source pursuant to Public Contract Code section 3400(c).
- The manufacturer shall have been in the business of related field for a minimum of five (5) years and provide a list of ten successful projects, of similar construction, each of which has been in service at least three (3) years.
- Alternatives must meet or exceed all the manufacture specifications as specified in the Contract Documents. Alternatives must be comparable in shape, material, and design with the model specified in the Contract Documents.
- The bidders shall provide complete submittals of all alternate materials to the City at least seven (7) business days prior to the bid opening. A complete submittal shall include manufacture's statements, specifications and/or catalogs, at a minimum, showing the dimensions, materials, coating, colors, and time of delivery.

96-06.2 Contractor's Liabilities

It is the bidder's responsibility to provide completed submittals to the City for approval. The City will not start the review process until all information described above is received. One digital copy of submittals in PDF for each alternative shall be sent directly to the Project Engineer for review. All alternatives must be approved by the City as "approved equals" before they may be used on the Project. If a requested "approved equal" material is approved by the City more than seventy-two (72) hours before the bid opening, other bidders shall be notified of it at least seventy-two (72) hours prior to the bid opening. No alternative will be approved within seventy-two (72) hours, or after, the bid opening.

The Contractor is fully responsible for any alternative material it requested, including replacement of all defective work due to the Contractor's workmanship or materials. Reference is made to the City Standard Specifications Subsection 6-4 "*Trade Names or Equal*."

96-07 NOTICE TO RESIDENTS AND AGENCIES

Reference is made to Subsection 8-7 "*Notice to Residents*" of the Standard Specifications. Not less than *Five (5)* calendar days nor more than *Ten (10)* calendar days prior to proceeding with the work in any given area, the Contractor shall notify in writing all residents and tenants directly affected by the construction work of the nature, the approximate time for the completion of work, and anticipated inconveniences. The notice shall be on the contracting firm's letterhead and shall be signed and include the project superintendent's name and telephone number. Prior to commencing work in each given area, the Contractor shall furnish the Engineer a copy of the notice given to Residents and Tenants and shall certify the date, location and method by which the notice was delivered.

For every occurrence when property access, sewer service or water source is to be interrupted by the Contractor's work, the Contractor shall give written notice to all affected residents/tenants not

less than *Five (5)* calendar days nor more than *Ten (10)* calendar days prior to said interruption. These notice(s) shall be in addition to the initial notice to residents described above.

Reference is made to Section 7 "*Legal Relations and Responsibility*" of the Standard Specifications. The Contractor shall conduct his operations in a manner, which minimizes these disruptions, shall so instruct his labor force and subcontractors to minimize disruption, and shall provide accurate and timely information to residents and businesses along the work as well as the public. All workers shall conduct themselves in a respectful and businesslike manner while engaged in work on this project.

Full compensation for providing access to property and all provisions of this section shall be included in the amount for the various items of work and no separate payment will be made therefore.

96-08 PROSECUTION AND PROGRESS

Reference is made to the Standard Specifications Section 8 "*Progress and Prosecution*", Subsection 2-7 "*Designation of Subcontractors*." The Contractor shall be responsible for the coordination of all trades, subcontractors, material suppliers, and other public utilities agencies engaged in the work.

96-08.1 Progress/Construction Schedule

The Contractor shall submit to the Engineer a practicable schedule as provided in Section 8 of the Specifications. The review or approval of such schedule by the Engineer does not release the Contractor of any obligation, does not grant any contract-time extension, and does not relieve the Contractor of other requirements as said in the Contract. The Contractor has full responsibility for his work, material and workmanship until final acceptance of the construction.

A construction schedule shall comply with the requirements of the Specifications, including but not limited to Section 8-5.

Subsequent to the time that submittal of a progress schedule is required in accordance with these specifications, no progress payments will be made for any work until a satisfactory schedule has been submitted to the Engineer.

96-09 PROGRESS PAYMENTS AND RETENTIONS

Reference is made to the Standard Specifications Subsection 9-6 "*Partial (Progress) Payments and Retentions*." The Contractor shall submit an invoice to the City for partial payment in the same format of the Bid Items defined in the Bid Proposal. The Contractor shall provide support documents along with the invoice for progress payment including weight tags for all quantified materials such as asphalt concrete and aggregate base.

96-09.1 Caltrans DBE Requirements for Federal Funds

Not Applicable.

96-09.2 Withholding Payment and Deduction

The Contractor shall complete the construction within the allowable calendar days as stated in the Subsection 96-04 "*Commencement of Work, Order of Work, Time of Completion & Liquidated Damages*." Reference is made to the City Standard Specifications Section 9-7 "*Stop Payment Notices; City's Right to Withhold Payments*." The City shall withhold payments for stop payment notices (Civil Code §9358), accrued liquidated damages, credits owed to the City, and all applicable penalties. Deduction shall be made from progress payments and release of retention.

96-09.3 Retention

Retention shall be withheld from progress payments and released to the Contractor as provided in the Contract Documents, including but not limited to Specifications Section 9. For a project involving Federal funds, retention for a Bid Item will be released with a progress payment when that Bid Item is accepted by the City in one hundred percent (100%) completion.

96-10 CITY BUSINESS LICENSE

The Contractor to whom the contract is awarded, and all Subcontractors listed on the Contractor's Bid Proposal, or any Subcontractor substituted or added in accordance with these Specifications, must obtain a City Business License and pay all fees associated therewith. Business Licenses are to be obtained from the City's Finance Department at 711 W. Cinnamon Drive, Lemoore, CA 93245. Bidders are cautioned to contact the Finance Department to determine fee amounts prior to submitting a bid. This requirement applies regardless of the business address or location of the Contractor or any Subcontractor. Evidence satisfactory to the Engineer of the Contractor and all subcontractors having obtained a City Business License shall also be submitted with the executed contract.

All costs associated with obtaining a business license by the Contractor and any and all Subcontractors shall be included in the various bid items; no additional payment will be made therefore.

96-11 PERMITS

96-11.1 General

As indicated in Subsection 7-10 "*Permits and Licenses*" of the Standard Specifications, the Contractor shall obtain all necessary permits as the first order of work. The Contractor shall satisfy himself as to the requirements and fees of various permits from the City Building Department, County, State and other agencies. The City shall reimburse the Contractor for all direct permit-fees paid by the Contractor through a progress payment. Dummy permits may be included as references for necessary permits in the appendices of this Construction Specifications herein. Contractors are responsible for checking the requirements with the corresponding agencies prior to submitting their bids.

Full compensation for all costs to obtain the required permits shall be included in the amount bid for the various items of work including all costs for application, inspection, and any charges associated therewith, except direct permit-fees. No separate payment will be made therefore.

96-11.2 City Encroachment Permit

The Contractor shall fulfill the requirements of an Encroachment Permit free of charge from the City Construction Management for all work within a public right-of-way and public property. The Contractor shall contact the City Construction Manager at least **five (5) working days** prior to the beginning of construction with all of the following documents:

- A copy of valid State of California Contractor's License;
- A copy of valid City Business License;
- Liability Insurance Certificate (Contract Insurance Standards on City Website); and
- Traffic Control Plans from a contractor with a valid Class C-31 License or a Traffic/Civil Engineer licensed in the State of California.

The Contractor shall provide the licenses and insurance certificates from each of his subcontractors to the City unless the subcontractor's information is registered and valid on City's records.

96-12 AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Subsection 3-1 "*Award of Contract*" of the Standard Specifications and these Special Provisions for the requirements and conditions concerning award and execution of contract.

Unless otherwise specified, the basis of award shall be determined by the comparison of the base bids for the entire Project without consideration of the alternate item(s), if any. The alternate item(s) will be awarded at the discretion of the City. A Bid Proposal shall be submitted with all base and alternate bid items listed to be considered responsive.

96-13 CONTRACT ADMINISTRATION

The work embraced herein shall be administered by the City Planning and Development Services Department. All inspection, progress payment preparation, and other construction reviews shall be provided by the City, except where specifically set forth otherwise in these Special Provisions, in the required permits, or as designated by the Engineer.

Where in these Contract Specifications the terms Design Engineer and/or Engineer are used, their meaning shall be interpreted as the City Engineer, or through his designated agent at the City Planning and Development Services Department.

Where the terms of State, Department and/or Engineer are used in the referred sections of the Caltrans Standard Specifications, their meaning shall be interpreted as the City Engineer, or through his designated agent, at City Planning and Development Services Department.

96-14 INSURANCE REQUIREMENTS

Reference is made to Subsection 7-4 "*Contractor's Insurance Requirements and Hold Harmless*" of the City Standard Specifications. Contractor may visit the City official website for an example of insurance certificate required.

Contractor's insurance shall specifically cover this project only and may include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. An excess/umbrella policy for multiple projects shall not be accepted.

96-15 INTENT OF PLANS AND SPECIFICATIONS

Reference is made to Subsection 4-1 "*Intent of Plans and Specifications*" of the Standard Specifications.

96-16 REPRESENTATION ON PLANS

Basic topographic ground feature information shown on the plans is indicated by record, supplemented by word description of certain features deemed important by virtue of their proximity to the proposed work. The Contractor shall carefully examine the site of work and shall satisfy himself as to the conditions to be encountered, any changes thereto which may have occurred since preparation of the plans, and any condition or feature which needs additional investigation. Not all overhead utility lines are indicated on the plans. Reference is made to Subsection 2-2 "*Examination of Site of Work, Plans, Specifications and Contract Documents*", and Section 4 "*Scope of Work*" of the Standard Specifications.

96-17 CHANGES TO SCOPE OF WORK

96-17.1 Changes in Bid Quantities

Reference is made to the City Standard Specifications Subsection 2-4 "*Quantities*" and 4-10 "*Changes by Owner.*"

96-17.2 Extra Work

Contractor shall comply with Specifications §4-10, 4-11, and 4-12. No additional compensation, neither monetary nor time extension, shall be made to the Contractor unless the Engineer classifies a work as Extra Work and accepts it with his written approval prior to the beginning of such work to be performed by the Contractor. In the absence of such approved Contract Change Order or any other written order of the Engineer, such work shall be considered as one part of the Contract and the Contractor shall not be entitled to any additional compensation.

Contractor shall comply with Specifications §4-12 if he demands an additional compensation, whether money or time, for any work. Such proposal shall clearly define the details of Extra Work including scope of work, location, reason of changes, quantities of labor, materials, and all

associated charges, additional compensation in demand by the Contractor, and time extension for completion of Extra Work.

96-17.3 Claim

Reference is made to the City Standard Specification Subsection 4-12 *"Procedures for Additional Money and Time – Notices, PCOs, and Claims."* If the Contractor disagrees with the City Engineer on a rejection of a PCO, the Contractor shall follow the procedures for pursuing a Claim. The Contractor shall provide a full and complete record showing all costs associated with his Claim to assist the City in the determination of the reasonable compensation. Otherwise, Contractor shall have waived his rights to such pursuit and any later attempts to recover such compensation or modification shall be barred.

Despite submission or rejection of a notice, PCO, or Claim, the Contractor shall proceed diligently for completion of the Contract in a timely and professional manner, and the City shall continue to make any undisputed payments in accordance with the Contract.

96-18 PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be held in accordance with the provisions in Subsection 8-4 *"Preconstruction Conference"* of the Standard Specifications and these Special Provisions. Prior to the start of construction, a meeting will be called by the Engineer with the Contractor, subcontractors and interested agencies affected by the work, to discuss the proposed work. At this meeting, the Contractor shall furnish to the Engineer those items required per Subsection 8-4 of the Standard Specifications, including Insurance Certificates and Endorsements meeting the requirements of Subsection 7-4 *"Contractor's Insurance Requirements and Hold Harmless."* The Contractor shall also furnish, upon request, any and all material compliance certifications.

96-19 CERTIFICATES OF COMPLIANCE

Reference is made to Subsection 6-5 *"Certificates of Compliance"* of the Standard Specifications. The Contractor shall submit to the Engineer three (3) certified copies of reports from each company supplying the product or material, stating the product or material delivered to the work complies with the specifications. The certificate shall be presented to the Engineer for review prior to use of the product or material in the work. No additional payment will be made for furnishing certificates and costs incurred shall be included in the prices bid for other items of work.

96-20 LABOR COMPLIANCE

Reference is made to Subsection 7-2 *"Labor Code Requirements"*. The Contractor and his subcontractors shall furnish electronic payroll records to the Labor Commissioner of California Department of Industrial Relations (DIR) in accordance with the California State Senate Bill (SB) 854. The Contractor and his subcontractors shall submit all certified payroll records to the City for review in a timely manner.

96-21 INSPECTION

Reference is made to Subsection 5-17 *"Inspection during Construction; Meetings"* of the Standard Specifications. Inspection shall be made during the City's normal business hours or the Contractor must request and obtain an approval in writing from the City Engineer.

96-21.1 Inspection Statements

The Contractor shall meet with the Inspector on a daily basis to review construction issues. The Inspector shall prepare daily logs and weekly inspection statement for construction progress and all construction activities. The Contractor shall receive a copy of the weekly inspection statement; Contractor's failure to correct the content within five (5) working days from the date of issuance shall be deemed in agreement with the content of such statement.

96-21.2 Inspection Fees

There is no fee to the Contractor for City inspection on a public project during City's regular business hours. However, if the inspection is scheduled to occur on a weekend, holiday or beyond the City's normal business hours, inspection fees will be calculated at the standard City overtime/double-time rate as applicable. Inspection fees will be accumulated on a basis of per hour basis of the hourly rate per adopted Master Fee Schedule in place at the time of contract award. A minimum of four (4) hours will be charged to the Contractor for inspection on a weekend or holiday. The Contractor shall be responsible for such inspection fees and all additional expenses associated with the inspection beyond the City's regular business hours.

The number of inspection hours will be determined by the City in reference to the Contractor's certified payrolls. Failure to pay the fees will be a cause to deduct the amount from monies due the Contractor. In the event the Contractor schedules the construction for completion but has not completed the work to be inspected or made an effort to do so, the Contractor may be billed at the standard City hourly rate for the cost of time expended by City inspectors in preparing for and making the determination that the work has not been satisfactorily completed to warrant an inspection.

If the Contractor fails inspection, is not ready for the prearranged inspection, or otherwise causes a re-inspection to be required, the Contractor shall bear the full cost of all re-inspection fees. These fees will be billed at the standard City hourly rate in effect at the time of re-inspection.

96-22 PRESERVATION OF PROPERTY

The removing, relocating, salvaging, and reinstalling of various facilities shall conform to the provisions of Subsection 5-9 "*Preservation of Property*" of the Standard Specifications and these Special Provisions.

All existing traffic signs, barricades, posts, mailboxes, delineators, pavement striping and markings, reflective markers, etc. which interfere with construction shall be inventoried on a map, removed, relocated, salvaged, and reinstalled as directed by the Engineer.

All other miscellaneous street facilities within the right-of-way shall remain unless otherwise noted on the Plans.

Full compensation for removing, salvaging, and reinstalling all the various miscellaneous facilities as specified herein and designated on the Plans, including any earthwork involved, shall be considered as included in the unit price bid for the various items of work, and no additional payment will be made therefore.

96-23 CLEANUP

Reference is made to Subsections 4-13 "*Interim Cleanup*", 5-12 "*Disposal of Material Outside the Right-of-way*", 5-21 "*Final Cleanup*", 15-2.03 "*Disposal*", 16-4 "*Removal and Disposal of Materials*", and 19-1.04 "*Removal and Disposal of Buried Man-made Objects*" of the Standard Specifications. The Contractor shall clean up and dispose of all excess materials and other debris in any right-of-way or ground occupied by him, and shall restore utilities and improvements on public or private property which have been damaged by his operations.

A final walk-through inspection will be made by the City prior to final acceptance of the project.

96-24 CONSTRUCTION SURVEYING

Reference benchmark information, if there is any, is provided on the Construction Drawings. The Contractor shall be responsible for construction survey stakes and marks for the project. The Contractor shall also be responsible for preserving construction survey stakes and marks for the duration of their usefulness, and shall be fully responsible for the cost of any replacement or loss during construction.

The Contractor shall preserve property line and corner survey markers, and any permanent Survey Monuments, except where their destruction is unavoidable when the Contractor is

proceeding in accordance with accepted practice. Unless otherwise specified on the Plans or herein, all such property line and survey markers or Permanent Monuments that are destroyed or disturbed by the work shall first be tied in an approved manner and replaced at the conclusion of work. Property line and corner survey markers and Permanent Survey Monuments that otherwise are lost or disturbed by the Contractor's operations shall be replaced at the Contractor's expense. All property line and corner markers and Permanent Monuments are to be replaced by a Registered Civil Engineer appropriately licensed for land surveying, or a Licensed Land Surveyor.

At the conclusion of the project, the Contractor's surveyor shall provide a certificate stating that the improvements are installed at the lines and grades indicated on the approved "AS-BUILT" construction plans.

96-25 COMPACTION TESTS

Reference is made to Subsection 6-9 "*Compaction Tests*" of the Standard Specifications. Where compaction percentage is mentioned in these Specifications or on the plans, it shall mean relative compaction with optimum moisture content (dry weight basis) in accordance with Caltrans Test Method No. California 216. If the in-place moisture content of the soil at the time of the test is not within 2% of optimum, the test shall be considered failed.

The Contractor shall give written notice to the Engineer two (2) working days in advance of when he desires the required compaction tests to be taken. The initial tests will be taken at the expense of the City. Any further tests needed to check re-compacted areas because of failure to pass the original test shall be at the expense of the Contractor. The Engineer shall specify the locations where compaction tests are to be made.

96-26 EXISTING UTILITIES

Reference is made to Subsection 4-6 "*Existing Facilities and Structures Shown on Plans*" of the Standard Specifications. The Engineer has made a diligent attempt to show on the Plans all the pertinent intersecting utilities that may affect the work. The Contractor shall exercise extreme caution in excavating for this project and shall protect existing utilities from damage inasmuch as the exact location is unknown until exposed by the excavation.

The Contractor shall notify Underground Service Alert (USA) by calling 811 or (800) 227-2600 at least two (2) working days prior to excavation. All existing utility mains and service lines shall be kept in constant service during the construction of this project. Hand excavating shall be employed where necessary to safely expose existing utilities.

Prior to beginning work, the Contractor shall pothole all intersecting utilities in order to verify their exact location and depth. This work shall be performed in advance to allow the engineer to make necessary modifications prior to commencing work.

Full compensation for all costs involved in protecting existing utilities shall be included in the amount bid for the various items of work and no separate payment will be made therefore.

96-27 COORDINATION WITH UTILITIES AND OTHER CONTRACTORS

There may be construction work performed by others at or near the location of the work to be performed under this contract. The Contractor shall coordinate his operations with other contractors and utility agencies with operations adjacent to or within the work area to prevent delays or hindrances to their work.

Any claims for delays resulting from the Contractor's failure to coordinate with other contractors or utility companies having interest in the work shall be at the Contractor's expense and no additional compensation shall be made therefore.

Full compensation for all costs involved in coordination and cooperation with others shall be included in the amount bid for the various items of work and no separate payment shall be made therefore.

96-28 HAZARDOUS MATERIAL

This project may require excavations extend deeper than four (4) feet below the surface. Please see Section 7-14.2 of the Specifications for requirements for such excavations.

96-29 SOURCE OF CONSTRUCTION WATER AND USAGE

Furnishing and applying water shall conform to the requirements of Subsections 5-13 "*Electric and Water Service*" and 10-1 "*Dust Control*" of the Standard Specifications, except references therein to the provision of water by the City to the Contractor at no cost.

Water for this project may be obtained by the Contractor from a City approved source at locations determined by the City Engineer. The Contractor shall furnish all necessary equipment to load and transport water to the job site. If the City-approved source is a point on the City municipal water supply, the Contractor shall obtain and use a construction water meter from the City Public Utilities Department Corporation Yard Office at 711 West Cinnamon Drive, Lemoore CA, for the duration of the project. The Contractor shall be responsible to pay all fees and charges related thereto, including charges for all water used, all as determined by the Public Utilities Department. The Contractor will be held responsible for the proper use of water facilities and be subject to applicable penalties for misuse. Any connection to the City Municipal Water System shall have an approved backflow prevention device. At the conclusion of the project, if any fees or charges for water obtained from the City have not been paid, the amount owed will be deducted from payments due the contractor.

Should the Contractor obtain water from other sources, he shall make his own arrangements, obtain all necessary permits, and pay all fees and charges. The source of water proposed for use by the Contractor shall be approved by the Engineer in advance and shall be chemically and biologically appropriate for the uses intended.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary and involved in developing a water supply, furnishing, transporting, and applying water, and paying all fees and charges related thereto, shall be considered as included in the prices paid for the various contract items of work, and no separate payment will be made.

96-30 TWO-YEAR GUARANTEE

In addition to guarantees and warranties required elsewhere in the Contract Documents, the Contractor shall and hereby does guarantee all Work for a period of two years after completion of the Work and shall repair or remove and replace any and all such Work, together with any other Work which may be displaced in so doing, that is found to be defective in workmanship and/or materials within the two-year period, without expenses whatsoever to the Owner, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure to comply with the above-mentioned conditions within a week after being notified in writing, the Owner is hereby authorized to proceed to have the defects remedied and made good at the expense of the Contractor who hereby agrees to pay the cost and charges therefor immediately on demand. Such action by the owner will not relieve the Contractor of the guarantee required by this article or elsewhere in the contract document.

If, in the opinion of the Owner, defective work creates a dangerous condition or requires immediate correction or attention to prevent interruption of operations of the Owner, the Owner will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the Owner's request for correction within a reasonable time as determined by the Owner, the Owner may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention; and the costs of such correction or attention shall be charged against the Contractor. Such action by the Owner will not relieve the Contractor of the guarantees required by this article or elsewhere in the contract documents.

This article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a guarantee for a longer period, or limit the statutory time for the Owner to file an action related to patent or latent deficiencies. The Contractor agrees that its two-year guarantee applies to its work in addition to any guarantee from a manufacturer or supplier; and the Contractor shall furnish the Owner all appropriate guarantee or warranty certificates upon completion of the project. No guarantee period whether provided for in this article or elsewhere shall in any way limit the liability of Contractor or his sureties or insurers under the indemnity or insurance provisions of the General Provisions.

96-31 COST REDUCTION INCENTIVE

The Contractor may submit to the City Engineer, in writing, proposals for modifying the plans, specifications, or other requirements of the contract for the sole purpose of reducing the cost of construction, pursuant to Section 5-24 of the Specifications.

96-32 CLOSING OUT THE PROJECT

All contract work shall be finished in all parts and meet all requirements, including all corrective and punch-list work in reference to the City Standard Specifications Subsection 1-8 "*Completion*." Closeout of the Contract shall conform with the Contract Documents, including but not limited to Section 9 of the Specifications.

96-32.1 Statement of Completion

The Contractor shall submit a written notice to the City Inspector indicating the construction has been completed in accordance with the Contract and requesting the City for a final walkthrough and inspection. After the inspection, the contract will be temporarily suspended for no more than five (5) working days for the City to generate a punch list. The Contractor shall resume the construction within three (3) working days after receipt of the City's punch list. When the Contractor performs the punch list and all other required Work and believes it is complete, it shall again request an inspection by the City, which shall issue another punch list if it is not complete. The Work shall not be complete until inspection indicates that all of the punch list and other required Work has been performed.

96-32.2 Final Payment Application

The Contractor may submit his final payment application to the City after inspection indicates that all of the punch list and other required Work has been satisfactorily performed. The inspector, along with his written statement of completion. The Contractor's final invoice shall cover the payment in full as stated in the Contract, including all adjustments to the quantities of bid items, additional compensation, and/or deductions previously approved through the contract change orders.

96-32.3 As-Built Record

The Contractor shall keep an accurate record of horizontal alignment, type, or location of improvements on the approved plans by neatly marking the changes on a set of construction plans. Said plans shall be submitted to the City for review prior to project acceptance and shall become the property of the City if approved. As-built plans shall be in good condition, free of tatters, soil marks, etc., when submitted for City review.

In the event the Contractor provided his own surveying to set vertical control and grade, then any changes to vertical elevations of improvements shall also be marked on the plans. The Contractor's surveyor shall provide a certificate stating that the improvements are installed at the lines and grades indicated on the approved "AS-BUILT" construction plans and all changes are properly recorded.

Full compensation for keeping this "as-built record" shall be included in the amount bid for mobilization, and no separate payment will be made therefore.

SECTION 97 - SPECIAL REQUIREMENTS

Not Applicable

SECTION 98 - SPECIAL TECHNICAL PROVISIONS

98-01 **GENERAL REQUIREMENTS**

GENERAL

Description of Work

The work to be completed under this contract consists of furnishing all labor, materials, tools, equipment, transportation, supplies, and incidentals for performing all the work involved in completing the assessment and installation of a structural liner in Well 14. The planned work will consist of assessing the current internal diameter of Well 14, followed by swaging specific portions of the casing as necessary, installing a structural liner, and then securing to the existing pump pedestal. The following is a summary of project particulars:

- Estimated liner depth: 800 feet
- Additional items:
- City provided water.
- Modify existing pump pedestal as required.
- No traffic control plan is necessary.
- The site is developed, no clearing or grubbing required.

Location of Work

The Work is in the City of Lemoore, Kings County, California. The site is located at:

- 36.288890, -119.828861

98-02 **CONTRACTOR'S RESPONSIBILITIES**

Qualifications of the Contractor

The Contractor shall demonstrate appropriate technical experience as stated in the Instructions to Bidders and in the Proposal and Bid Form, Bidder's Qualifications.

Construction Schedule and Order of Work

Contractor shall submit a construction schedule to the City. This schedule shall indicate job completion within the specified time. If at any time the average rate of daily progress is applied to the remaining contract time with the result that late completion is indicated, the City may order a new schedule to aid in timely completion of the project.

The provisions of all applicable permits must be incorporated into the construction schedule. The Contractor shall not begin work until directed by the City/Hydrogeologist after City/Hydrogeologist approval.

Cooperation with Others

At all times, Contractor shall extend full cooperation to other contractors and to all others performing work within or adjacent to the project work areas, including employees and contractors of City and all landholders and their employees or contractors into the construction schedule.

Contractor's Investigation of Jobsite

It is the Contractor's responsibility to inspect the jobsite and familiarize themselves with all conditions which may affect the work described herein, whether such conditions are correctly represented or shown in the drawings. Contractor shall take all such conditions into account in the preparation of his bid and shall provide the City with a complete, satisfactory project as specified.

Certificates of Compliance

Contractor shall furnish certificates of compliance for all materials furnished (i.e., that they comply with the Plans and Specifications, and with previously approved samples and submittals). For example, welder certifications, casing liner mill certifications.

Storage of Supplies, Materials, Equipment, Etc.

The Contractor shall obtain the prior approval of the City for any area or space required for the Contractor's storage during construction operations. Materials, equipment, etc., shall not be piled or stored in any location that shall interfere with the conduct of normal functions and shall not constitute a hazard to people or property. Any required safety precautions, such as signs, danger signals, lanterns, barricades, etc., shall be installed by the Contractor during construction operations.

Additional Requirements

All work done on the site must comply with all Cal-OSHA safety standards. An Underground Service Alert is required prior to any excavation operation. Call 811 two (2) days prior to commencement of well drilling operations

The Contractor shall take all necessary precautions during the construction period to ensure that contaminants do not reach the subsurface environment.

During all operations, management of nuisance and discharge water shall be the Contractor's responsibility.

All work shall be performed in the presence of the City's Hydrogeologist or designated representative.

Material Purchase

The Contractor shall submit to the City copies of all purchase orders placed for materials in the interest of this project. The Contractor shall submit these copies within five (5) days after placing orders. Submit two copies to the City. The purchase order shall include a purchase order number, date, purveyor's name, and address.

It is the Contractor's responsibility to procure the materials and appliances necessary to perform the work. Should the Contractor not be able to locate the materials specified or substitutes acceptable to the City, notify the City in writing of the unavailability of the materials and a listing of those suppliers or contractors that were contacted while attempting to purchase the materials. The City will assess reasonableness of the Contractor's diligence and advise the Contractor of the alternates. If the City, through normal suppliers, locates the specified materials or acceptable substitutes, the Contractor will be billed by the City for the time and cost of location the materials for the Contractor. All billings will be at normal hourly rates.

General Guaranty

Neither the final certificate of payment nor any provision in the Contract documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of work unless a longer period is specified. The Hydrogeologist, or City representative will give notice of observed defects with reasonable promptness.

98-03 **CONSTRUCTION REQUIREMENTS**

Testing During Construction

However, the cost of retesting required due to failure of the material to meet specifications will be deducted from the money due or that may become due Contractor under contract.

Water for Construction

The use of water for well assessment or liner installation and other construction purposes shall conform to the provisions of Sections 17-1.02 and 17-1.025 of the Caltrans Standard Specifications and the Contract Documents. Potable water for construction will be provided by the City from existing City facilities, as shown in Appendix A. The Contractor shall furnish a City-approved meter/backflow prevention unit for accessing a City-assigned hydrant. All water used shall be measured, and meter readings shall be clearly presented in the Contractor's daily report.

The Contractor shall make all arrangements to transport the water and shall, at his own expense, provide facilities for conveying water from the fire hydrant to the point of use.

The Contractor shall be responsible for arranging an adequate water supply to complete the project. Only potable water supplied by the City shall be used for the project. If the City cannot provide enough water, the Contractor must demonstrate the water quality of the intended source to the City before using it. The City reserves the right to require the Contractor to verify the quality of any non-City water source on a routine basis

98-04 **PROJECT SITE MAINTENANCE**

Protection of Existing Improvements

All existing improvements, including fences, sidewalks, landscaping, sprinkler system, structures, signs, poles, etc., located adjacent to the work area shall be protected from any damage and preserved in their previously existing conditions throughout the duration of the project. Should any improvements become damaged through the actions of the Contractor, it shall be repaired to its pre-existing condition at no expense to its City. The cost of reinstalling any existing improvements such as poles, billboards, fences, etc. required because of raising or lowering the existing ground elevations shall be borne by Contractor and shall be included in the various other items of work. No additional payment will be made, therefore.

Protection of Existing Utilities

All existing utilities adjacent to the work area shall be protected from any damage and preserved in their previously existing condition throughout the duration of the project. Any damage to these lines shall be repaired to the satisfaction of the respective utility company and at no additional

expense to the City. Contact USA Underground at 1.800.227.2600 prior to any work in these areas.

Cleanup and Dust Control

Throughout all phases of construction, including suspension of work, and until final acceptance of the project, Contractor shall keep the work site clean and free of rubbish and debris. Contractor shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water, or by other means as necessary; dust control shall also conform to the provisions of Section 10 of the Caltrans Standard Specifications and the Standard Specifications for Dust Control. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Upon completion of the work and before final inspection, the entire worksite shall be cleared of equipment, unused materials, and rubbish to present a satisfactory, clean, and neat appearance. All cleanup costs shall be absorbed in Contractor's bid.

The site shall be free of excessive standing water, whether incurred by weather conditions or leaking piping.

Sanitation

The Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the work. These facilities shall be maintained in a neat, sanitary condition. They shall also comply with all applicable laws, ordinances, and regulations regarding the public health and sanitation of dwellings and camps.

Storm Drainage During Construction

Earth dams will not be permitted at catch basin openings, local depressions, or elsewhere except in time of emergency. Temporary dams of sandbags, asphalt concrete, or other acceptable material may be permitted when necessary to protect the work, provided that their use does not create a hazard or nuisance to the public. Such dams shall be removed from the site as soon as they are no longer needed.

Work Inspection

The City will inspect and approve all installations and operations.

Give the City twenty-four (24) hour notice prior to work inspections requested or required by other Divisions.

Prior to commencing work, arrange a meeting with the City to be informed of specific instructions required and the method of calling for such inspections as the individual work is completed.

The City has an agreement to provide periodic inspection of work in progress during the construction period over and above those required by these specifications. The City will generally provide inspection on all aesthetic considerations.

Should the Contractor call for or agree to inspections whether covered in other Sections of this Document or not and not be fully prepared for the inspections by the City, the Contractor will be billed by the City at their standard rates for all time and material resulting from the Contractor's lack of preparedness.

Should the Contractor, through failure to call for inspections as required in these specifications, cause additional time to be expended by the City, he will be billed by the City for the resultant loss at the City standard rates.

98-05 **SITE REQUIREMENTS**

Dust Control and Storm Water Pollution Prevention

The Contractor shall apply water for dust control as required by the City or Hydrogeologist. If dust control is not adequate in the opinion of the City or the Hydrogeologist, the City will have this work done by others and will deduct such costs from the total contract price.

The Contractor shall also be responsible for preventing stormwater pollution. This responsibility shall include the containment and clean-up of concrete delivery truck rinsing waters, the minimizing and daily clean-up of site track out (i.e., the tracking of mud from the site carried by vehicle tires), the containment and clean-up of saw cut slurry wastewater, the covering of stockpile materials, and the establishment of a street sweeping plan if required by the Hydrogeologist. The Contractor will not store long-term stockpile materials in the public street, gutters, or in areas that convey stormwater flows. If the stocking of materials in storm water flows areas cannot otherwise be avoided, the Contractor shall remove and clean up the debris piles at the completion of each days' activities. If storm water pollution control is not adequate in the opinion of the Hydrogeologist, the Hydrogeologist will have this work done by others and will deduct such costs from the total contract price.

Signs

No advertising signs of any kind will be permitted except by written permission of the City.

Field Office

A field office as such is not required.

Temporary Services

Fences, Barricades, Warning Signs, and Lights

For the entire duration of the project, the Contractor shall secure the site with security fencing or by other means to prevent vandalism and tampering of the site, equipment, materials, structures, and the well. Equipment and materials stored on-site will be the responsibility of the Contractor and shall be placed in a location that does not interfere with accessibility to the site.

To conform to CAL-OSHA regulations, other State of California and local codes, rules, regulations, and ordinances for protection of workers, public and private property, provide, install, and maintain barricades, warning devices, and other protection required.

Contractor to provide temporary fencing, etc., as needed to safeguard materials, equipment, and miscellaneous items from theft, vandalism, and unauthorized access. Signs for Hard Hat Area, Steel Toe Shoes, and Restricted Access Area are required.

Any lighting equipment used during the project shall be hooded and so arranged or controlled as not to cause annoyance or nuisance to adjacent properties. The use of lighting is to be limited in residential areas and is subject to review and approval by the City.

Contractor's Access, Work and Storage Areas

Contractor to be limited to an area as directed by the City.

Delivery and removal of equipment and materials to the work areas shall be the Contractor's responsibility.

Electrical Power

Hook-up to existing service is not allowed.

Contractor to arrange for and install electrical service if required.

Telephone

The Contractor shall always provide cellular telephone service to the site when contract work is being performed. The Contractor shall arrange for telephone service and provide the City with the telephone number.

Field Toilets

The Contractor shall furnish, install, and remove at the completion of the job, all sanitary, i.e., portable toilet facilities required for the completion of the job. The type and location of the facilities shall be subject to acceptance by the City.

All sanitary facilities shall be made available for use by all workers, subcontractors, consultants, and City personnel associated with the project.

The Contractor shall maintain the sanitary facilities in a proper, safe, and sanitary condition for the duration of the work. Facilities shall be provided in sufficient quantities to comply with CAL-OSHA regulations.

Contractor's employees or subcontractors shall not use existing facilities.

Noise Control

It is the Contractor's responsibility to meet all ordinances regarding noise and noise control. Sound blankets may be required at the drilling site. Sound barriers shall be designed in accordance with ASTM E90-83.

The maximum permissible noise level, measured in decibels at 100 feet from the site, shall be 65 dB. If the City requests, the Contractor must provide a decibel meter and a qualified operator to measure and verify the noise levels.

The need for noise barriers will be determined on a case-by-case basis. If required, noise barriers shall be of a type approved by the City and shall be placed at the site during any drilling or other noise-generating operations.

Disposition of Equipment and Materials

All waste materials from this work shall be removed and disposed of from the site by the Contractor at the Contractor's expense and in accordance with all applicable regulations.

Working Hours

Working hours shall be 0700 to 1900 hours local until the work is complete without interruption, unless otherwise directed by the City. The Contractor shall schedule and adjust the work as necessary, so that critical and time-sensitive operations do not fall outside of these limits.

98-06 SITE CONDITIONSUnusual Site Conditions

The Contractor shall promptly, and before the site is disturbed, notify the City in writing if the Contractor suspects or detects that the site contains:

- Material the Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- Material the Contractor believes may be hazardous material, such as, but not limited to, asbestos, PCBs, hydrocarbon contaminated soils, lead-based paint, solvents, chemicals, etc.
- Subsurface or latent physical conditions at the site differ materially from those indicated in the contract documents.
- Unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

The City shall promptly assess the conditions, and if the City finds that the conditions do materially differ or do involve hazardous material or hazardous waste, the City shall issue a change order, increasing or decreasing contract time or cost or both, as appropriate. If the Contractor is unable to perform or subcontract the work due to regulatory or insurance limitations, or hazards or conditions that exist that the Contractor is unable to mitigate or does not have the training or expertise to safely execute, the City may perform the Work under separate contracts.

In the event of a dispute, the Contractor shall not be excused from any completion date provided for in the contract but shall proceed with all work to be performed under the contract. The Contractor shall retain all rights provided either by contract or by law which pertains to the resolution of disputes and protests between the contracting parties.

Environmental Conditions and Regulations

Should any cultural resources, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains be encountered during any project activities, work shall be suspended, and the Department of Environmental Review and Assessment shall be immediately notified. At that time, the Department of Environmental Review and Assessment will coordinate any necessary investigation of the site with appropriate specialists as needed.

The City will implement any mitigation deemed necessary for the protection of cultural resources. In addition, pursuant to the State Public Resources Code and the State Health and Safety Code, in the event of the discovery of human remains, all work is to stop, and the County Coroner shall be immediately notified. If the remains are determined to be Native American, the guidelines of the Native American Heritage Commission shall be adhered to in the treatment and disposition of the remains.

Log of Soil Borings and Soils Investigation

Soil borings or a soil investigation for these projects were not conducted. Any soil condition abnormalities, such as yielding soils, buried debris, perched groundwater, etc., encountered during construction shall be immediately brought to the attention of the City. The City shall determine if the condition warrants further investigation by a geotechnical Hydrogeologist.

98-07 **SUBMITTALS**

Supplemental or Shop Drawings

The Contractor shall review, stamp with his approval, and submit for review by the Hydrogeologist. Shop drawings, as required by the General Conditions, shall be submitted electronically. The submittals shall include, but not necessarily be limited to, the following items:

Casing liner

Special Security Requirements

The Contractor's workers and equipment shall be limited to the work areas as designated by this contract, or as directed by the City.

The Contractor shall submit a written security plan for approval to the City. The plan will outline the various security measures, such as lighting, fencing, locks, etc., that the Contractor intends to use to secure the site from the public. Additionally, the security plan shall name two responsible people, with telephone numbers, that can be reached 24 hours per day, if needed.

The security plan shall be submitted two weeks prior to commencing drilling operations.

In the event the Contractor, his/her employees, or subcontractors fail to adhere to the security plan provided by the Contractor in writing, the City has the right to deny access to the work site to that employee or subcontractor without an extension of time being granted to the Contractor.

All personnel operating equipment, machinery and vehicles on City property will have current and appropriate licenses, such as valid drivers' license.

Prior to final acceptance of the project work, the Contractor shall have submitted all required documents, reports, and field records as required in these specifications.

The Contractor shall furnish four (4) copies of the following documents for review and approval prior to commencement of work:

Item	<i>Submittal Item</i>
1	Construction schedule
2	Liner material mill certifications
3	Pump pedestal modifications
5	Employee AWS Welding Certificate(s)

The Contractor shall maintain written daily logs, test results, and records throughout the duration of the project. Such documents shall be made readily available for inspection by the City and include the following:

Item	<i>Record Item</i>
1	MTAS records
2	Swaging records
3	Liner installation
4	Liner video log
5	Well disinfection records

*One (1) copy of each item that requires immediate review by the City shall be delivered to the Hydrogeologist.

98-08 **CASING LINER- INSTALLATION MOBILIZATION AND DEMOBILIZATION**

GENERAL

Mobilization covers Contractor's costs for executing the Contract Documents, for moving equipment to the project site, and for other miscellaneous expenses associated with project start-up for the casing assessment, liner installation, and pump pedestal modification work, as well as restoration to pre-existing conditions following completion of the work.

Demobilization shall include all work to remove personnel, equipment, temporary facilities, and excess materials from the project site. The site shall be restored to its pre-construction condition, or as otherwise directed by the City, including removal of any temporary utilities, fencing, debris, and temporary erosion control measures. The Contractor shall clean up the site to the satisfaction of the City.

98-09 **PERMITS**

GENERAL

The job site is located within the City's limit. A City business license, which may be obtained at City Hall, is required.

All work embraced herein shall be accomplished in accordance with all applicable Standards, Codes, Regulations, or Specifications issued by any governmental agency having jurisdiction over the work in progress. The Contractor shall prepare and deliver to the proper agency any report or record that may be required in connection with the project, and obtain any required permits.

98-10 MECHANICAL DIAMETER ASSESSMENT**GENERAL**

The contractor shall utilize a mechanical diameter assessment tool (MDAT), also known as a "dummy". The contractor shall pass the MDAT through the four (4) deformed sections, to assess whether the anticipated liner will pass, or if swaging of the liner is required, prior to setting the liner.

EXECUTION

The Contractor shall assess the roundness and alignment of the existing casing by lowering a dummy from the top to the bottom of the well. The outside diameter of the pipe or dummy should be no smaller than ½ inch less the anticipated diameter of the deformed sections of the well casing.

The dummy should have a minimum of three (2) rings twelve (12) inches in length, at the top, middle and center on a rigid frame. The dummy must freely pass to the bottom of the designated casing interval.

Should the dummy fail to move freely throughout the length of the casing to the bottom of the existing well casing, the Contractor will retrieve the dummy and proceed to work under Section 7.

Payment for MDAT work shall be included in the contract lump sum and shall include full compensation for all labor, materials, equipment, tools, and incidentals required to complete the work specified herein. Such payment will be made on a pro-rata basis determined by the percentage of completion of the various tasks under this item of work.

98-11 EXISTING CASING SWAGING**GENERAL**

The contractor shall provide all labor, parts, materials and equipment to conduct swaging of up to four (4) deformed sections of the well, as directed by the City, based on the MDAT results.

EXECUTION

The contractor shall utilize (as needed) subcontractors to perform the swaging operations. The contractor will cooperate with the subcontractor to safely swage the deformed sections, to increase the inner diameter of the existing well casing in the deformed sections.

98-12 MATERIALS – CASING LINER/PUMP PEDESTAL**GENERAL**

All materials shall be new, in good condition and shall be supplied by the Contractor unless otherwise stated in the contract documents.

The Contractor shall inspect all materials for workmanship and/or manufacturing defects prior to installation and/or use; all defects shall be brought to the City's attention at the time of discovery.

The following table is intended to facilitate a more accurate bid from the Contractor and shall not be used in lieu of reviewing the remainder of the materials section of this specification. The table includes well and annular materials for the production well only.

MATERIAL	TYPE	QUANTITY
Casing liner	14"Φ OD, 0.50-inch wall thickness	800 feet
Pump Pedestal Plate	TBD	TBD
Pump Pedestal Retrofit	TBD	TBD

98-13 **CASING LINER**

The casing liner shall be set in the existing Well 14 casing, which is ~ 15.75"Φ ID, and shall be anchored securely on the existing pump pedestal. It is estimated that the setting will be to a depth of approximately 800 feet. The casing liner shall be fourteen-inches (14) Φ, with a wall thickness of 1/2-inch (0.50 inch). The Hydrogeologist may order the setting to a different depth if determined necessary. The casing liner shall be installed with equipment capable of 150% of the "hanging weight" of the total liner length, or as required by CAL OSHA.

Contractor shall submit certified mill test reports and other documentation necessary to demonstrate compliance with the physical and chemical properties of the steel used in the manufacture of the casing. Submittals must be approved prior to commencement of work.

Casing liner shall be low-carbon steel pipe conforming to ASTM A139 Grade B.

For field assembly by welding, ends of sections shall in accordance with the following standard:

- Casing ends shall be beveled to ensure a proper welding surface suitable for joining, meeting both strength and durability typical of this type of welding. For field welding, the ends of each joint of surface casing shall be clean and free of dirt, oil, scale, and rust. All welding shall be performed in accordance with the American Welding Society Standards. Three (3) passes are required unless otherwise approved by the Hydrogeologist. Special care shall be exercised to ensure a straight and plumb casing.

Care shall be taken to install the casing liner plumb. The Contractor is responsible for accepting all casing materials when delivered on-site, and approving the physical condition of the materials prior to installation. Damaged, bent, "oval" (eccentricity greater than 1%) or broken casing shall be rejected, and replaced at the Contractor's expense.

Contractor shall work with the City/Hydrogeologist to furnish and install a sufficiently competent plate, to be placed on the pump pedestal, to which the liner will be secured by an pre-approved method. Contractor is responsible for presenting City/Hydrogeologist with their design, drawings and plan for the "pedestal plate".

98-14 **CEMENT, GROUT & CONCRETE**

Contractor shall propose to the City/Hydrogeologist modifications/retrofitting necessary to support the liner and pedestal plate. Contractor shall obtain pre-approval for the retrofitting from either the City/Hydrogeologist prior to executing this work. This work is covered under bid item 6.

All cement used on the work shall be standard brand Portland cement conforming to the "Specifications for Portland Cement" (ASTM Designation C150) Type II.

All neat cement grout, sand cement grout, or concrete shall conform to the specifications defined in Part II, Section 9.D of State of California, Department of Water Resources, Bulletin 74-90.

If the grout seal or concrete is to be furnished by a Redi-mix supplier, the Contractor will submit copies of the mix design to the City 72 hours prior to placement.

DRILLING WATER

Operations water will be available per prior arrangement with the City.

98-15 FURNISH AND INSTALL BLANK WELL CASING LINER**GENERAL**

This section includes the installation of blank well casing liner as indicated on bid item No.5. The liner will start at the surface (pump pedestal) and terminate at about 800 feet below grade.

MATERIALS**Blank Casing Liner**

Diameter of the blank casing liner shall be as indicated on the bid sheet (14.00" OD). Blank casing liner shall have a minimum wall thickness one-half inch (1/2, 0.5) of an inch as indicated on the bid sheet. Blank casing liner shall extend through the location(s) and depth(s) as indicated on the bid sheet, with a minimum of four (4) foot extending above existing pump pedestal.

Blank casing liner shall be new and free of defects. Casing liner sections shall be spirally welded or manufactured of single plates with not more than one (1) longitudinal seam parallel to the casing axis and not more than one (1) circumferential seam in every ten (10) feet of casing length. Casing liner shall be shop-assembled in sections not less than twenty (20) feet in length. Casing sections shall be prepared for field assembly with factory-attached welding collars as explained in section 13.02.D.1.

Contractor shall plan for the prompt delivery of the casing prior to the start of installation of the liner. Contractor shall submit certified mill test reports and other documentation necessary to demonstrate compliance with the physical and chemical properties of the steel used in the manufacture of the casing liner. Submittals must be approved prior to commencement of work.

Contractor is responsible for accepting all casing liner materials when delivered on-site, and approving physical condition of the materials prior to installation. Damaged, bent, "ovaed" (eccentricity greater than 1%) or broken casing shall be rejected, and replaced at the Contractor's expense.

The following casing liner materials are approved for use in the construction of production wells in the City

Low Carbon Steel Blank Well Casing

Low carbon steel (LCS) well casing (aka "mild" steel) shall be fabricated of LCS coils in conformance with ASTM A139.

EXECUTION

Installing Blank Casing liner

Casing liner installation shall be by methods that will ensure no damage will result to either the original well casing and that the shape, size, configuration, and the strength of the original casing will not become altered or compromised beyond the current state.

Joints between section ends to be made by butt weld. Field welding of casing shall conform to the American Welding Society (AWS) requirements for Welding of "Transmission Pipe Lines". Welds shall be watertight, straight, and at least as strong as the casing. All welders shall be pre-qualified under the AWS Standard Qualification procedure for the type of work being performed and the material being used e.g. low carbon steel). Welding certificates shall be presented to the City prior to construction.

Testing for Plumbness and Alignment of the Casing Liner

After completion of the well casing liner and before its acceptance, tests to determine the plumbness and alignment of the casing shall be performed by the Contractor in the presence of the City's Hydrogeologist.

The completed casing liner shall be constructed round, plumb, and true to line as defined in AWWA Standard A100-06, or latest version. Alignment shall be tested by lowering into the total depth of the well, a section of pipe forty (40) feet long, or a dummy of the same length. The outer diameter of the pipe or dummy shall be not more than one-half (1/2) inch smaller than the inside diameter of that part of the casing liner being tested. The dummy, if used, shall consist of a rigid spindle of at least four (4) inch diameter extra heavy pipe with three rings rigidly affixed, so as to not move freely along the longitudinal axis of pipe. The rings shall be at least twelve (12) inches in length, truly cylindrical, and shall be located, one at each end and one at center of the pipe. The rings shall consist of suitable material which will not harm the interior of the casing while being lowered or raised. The pipe or dummy, when lowered into the casing, shall pass freely through the entire depth of the well being tested. Should the pipe or dummy fail to move freely through the entire casing from the ground surface to the total depth of the well, alignment shall be corrected by the Contractor at their own expense. Contractor shall submit corrective plan to the City for review and approval.

Failure of Casing Liner Requirements

A well which fails to meet the requirements for alignment or plumbness as specified herein may, at the option of the City, be rejected, and provisions of section 11.3 - M of these specifications will apply. In some cases, the well may be considered as having less value than a well which meets the specified requirements for plumbness and alignment. In the latter case, the effective diameter of the well will be determined by the City in accordance with Section D.6 of AWWA Standard A100-06, or latest version, to determine its usefulness, and an appropriate reduction of payment will be negotiated.

98-16 CASING LINER VIDEO LOGGING SURVEY

GENERAL

This section includes a color video logging survey of casing liner prior to rig down.

EXECUTIONVideo Logging Survey

All equipment entering the well shall be disinfected using a chlorine solution of at least 50 parts per million concentration.

Upon completion of casing liner installation, the Contractor shall conduct a video logging survey to assess the installation of the original well casing liner. The Contractor shall not rig down/move the rig until the Hydrogeologist approves this video.

The Contractor must certify in writing to the City that the well is intact and constructed as specified. The survey shall be conducted using a video camera with a continuous display of the depth of the camera, in feet, be accompanied by an appropriate light source, and shall be supplied in DVD-Video format. The DVD shall become the property of the City. The Contractor shall run clean potable water from an approved source through the well for a minimum of twelve (12) hours prior to the survey to provide visual clarity. Visual clarity of the video survey shall be the sole responsibility of the Contractor. The City may reject any video surveys which are judged to be unsatisfactory. In the event of such rejection, the Contractor shall repeat the survey at no additional cost to the City.

98-17 WELL DISINFECTION**GENERAL**

This section includes disinfection of the well to remove bacteriological contamination that may cause the water to be unsafe for human consumption.

EXECUTIONDisinfection

The well shall be disinfected in accordance with AWWA Standard A100-06, or latest version.

The well water column shall be disinfected to an approximate concentration of 50 parts per million (ppm) using liquid sodium hypochlorite. Contractor will be responsible for demonstrating to the City both calculations supporting the quantity of liquid chlorine to be used, and the method the Contractor will use to evenly distribute the disinfection solution throughout the well column.

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SECTION 99 - DESCRIPTION OF BID ITEMS

The unit price or lump-sum bid per unit measure of work for each of the Bid Items described below shall include all costs of labor, equipment, materials, and incidentals necessary for furnishing and constructing the contract items, complete in place and operating, in accordance with the Contract Documents.

99-01 BID ITEM 1 – MOBILIZATION & DEMOBILIZATION

This item is bid on a lump sum basis. It shall consist of compensation for the movement and removal of personnel, equipment, supplies, permits, business licenses, and incidentals (like needed clearing and grabbing) to the project site, and for all costs of bonds, insurance, duplications of the construction documents for the Contractor and his subcontractors, and preparation of as-built drawings. The "base amount" for purposes of computing progress payments for Mobilization is ***Eight Thousand Five Hundred Dollars (\$8,500)***. Payments for Mobilization will be made with regular monthly progress payments as specified in the City Standard Specifications Subsections 9-6 "*Partial ("Progress") Payments and Retentions*" and 9-10 "*Final Progress Payment*".

Progress payment for this item shall be computed as follows:

When five percent (5%) of the original contract amount is earned from other bid items, fifty percent (50%) of the amount bid for Mobilization or fifty percent (50%) of the base amount listed above, whichever is less, will be paid.

When ten percent (10%) of the original contract amount is earned from other bid items, ninety percent (90%) of the amount bid for Mobilization or ninety percent (90%) of the base amount listed above, whichever is less, will be paid.

Following the City Engineer's receipt, review, and approval of "as-built" drawings as specified in Subsection 96-32.3, "*As-Built Record*", of the Special Provisions, the remaining ten percent (10%) of the amount bid for Mobilization or the remaining ten percent (10%) of the base amount listed above, whichever is less, will be paid. The ten percent (10%) withheld for "as-built" drawings per this provision is in addition to the 5% withheld per Public Contract Code section 7201.

Any portion of the bid for Mobilization exceeding the base amount will be paid with the final payment for the project.

Full compensation for Bid Item 1 – Mobilization & Demobilization shall be included in the bid and no separate payment will be made therefor. Payment will be made at the contract price, which shall be full compensation for the work as described herein, complete in place, including all labor, materials, tools, equipment, and incidentals.

99-02 BID ITEM 2– MDAT

General

This item shall consist of furnishing all labor, materials, equipment, tools, and incidentals necessary to perform a mechanical diameter assessment of the existing well casing using a Mechanical Diameter Assessment Tool (MDAT), also referred to as a "dummy," to evaluate the feasibility of installing the proposed liner through the four (4) known deformed sections of casing.

The MDAT shall be passed through the deformed sections to determine whether the proposed liner can be installed without modification or whether swaging of the liner will be required prior to liner installation.

Execution

The Contractor shall assess the roundness and alignment of the existing well casing by lowering the MDAT from the top of the well casing to the bottom of the designated casing interval.

The outside diameter of the MDAT shall be no less than one-half inch ($\frac{1}{2}$ ") smaller than the anticipated diameter of the most restrictive deformed section of the casing.

The MDAT shall consist of a rigid frame equipped with a minimum of three (3) steel rings, each twelve (12) inches in length, located at the top, middle, and bottom of the tool. The MDAT shall freely pass to the bottom of the designated casing interval without obstruction.

If the MDAT fails to pass freely through the full length of the designated casing interval, the Contractor shall retrieve the MDAT and proceed with corrective work in accordance with **Section 7** of these Specifications.

Measurement and Payment

Payment for MDAT work shall be included in the **Contract Lump Sum** and shall constitute full compensation for all labor, materials, equipment, tools, and incidentals necessary to complete the work as specified.

Payment will be made on a **pro-rata basis**, as determined by the percentage of completion of the work associated with this bid item.

99-03 BID ITEM 3 – EXISTING CASING SAWAGING PER SWAGED SECTION

Description

This item shall consist of furnishing all labor, materials, parts, equipment, tools, and incidentals necessary to perform swaging of up to four (4) deformed sections of the existing well casing, as directed by the City and based on the results of the Mechanical Diameter Assessment Tool (MDAT) testing.

The purpose of the swaging work is to increase the inside diameter of the existing well casing at the deformed locations to allow for installation of the proposed liner.

Execution

The Contractor shall perform all swaging operations in a safe, controlled, and workmanlike manner. The Contractor may utilize qualified subcontractors to perform the swaging work, as necessary, and shall be fully responsible for the coordination, supervision, and safety of all swaging activities.

The Contractor shall cooperate with all subcontractors to safely swage the identified deformed sections of casing to restore adequate inside diameter and alignment.

All swaging shall be performed only at those locations directed by the City, Engineer, or Hydrogeologist based on MDAT results.

Measurement and Payment

Payment for existing casing swaging per swaged section shall be included in the Contract for each section replaced and shall constitute full compensation for all labor, materials, equipment, tools, subcontractor costs, and incidentals necessary to complete the work as specified. The each item is referred to as “per patch” and the contractor shall indicate the initial patch costs, and subsequent patch costs on the bid sheet.

99-04 BID ITEM 4 – F&I 14"Φ OD, 0.50-INCH WALL THICKNESS LCS BLANK CASING PER FOOT..

Measurement for casing liner shall be made on a per linear foot basis, measured along the centerline of the casing liner actually furnished, installed in place, and accepted by the City.

Payment for casing liner shall be made at the contract unit price per linear foot as set forth in the Bid Schedule and shall constitute full compensation for furnishing and installing the casing liner as specified, including but not limited to:

- Furnishing low-carbon steel casing liner conforming to ASTM A139, Grade B
- Certified mill test reports and material submittals
- Delivery, handling, storage, and placement
- Equipment capable of supporting 150 percent (150%) of total hanging weight in compliance with Cal/OSHA

- Field welding, including casing end beveling, cleaning, and AWS-compliant welding with minimum three (3) passes
- Alignment, plumbing, and installation to final depth
- Inspection, testing, and coordination with the City and Hydrogeologist
- Rejection and replacement of damaged, bent, ovalized, or defective casing
- All labor, materials, equipment, tools, overhead, profit, and all incidentals necessary to complete the work as specified

No separate payment shall be made for:

- Welding or weld testing
- Submittals and certifications
- Casing corrections or reinstallation

99-05 BID ITEM 5– CONCRETE FOR PUMP PEDESTAL RETROFITTING PER YARD.

Measurement for cement, grout, and concrete shall be made on a per cubic yard (CY) basis, measured in place as actually furnished, placed, and accepted by the City.

Payment for this work shall be made at the contract unit price per cubic yard as set forth in the Bid Schedule under Bid Item No. 5 and shall constitute full compensation for furnishing all labor, materials, equipment, tools, submittals, testing, placement, consolidation, finishing, curing, protection, and all incidentals necessary to complete the work as specified, including but not limited to:

- Contractor-proposed modifications and/or retrofitting as pre-approved by the City and Hydrogeologist
- Furnishing and placing Portland cement conforming to ASTM C150, Type II
- Furnishing and placing neat cement grout, sand-cement grout, and/or concrete in conformance with DWR Bulletin 74-90, Part II, Section 9.D
- Furnishing and placement of Redi-mix concrete, when applicable
- Submission of mix designs a minimum of seventy-two (72) hours prior to placement
- Surface preparation, forming, placement, consolidation, finishing, curing, and protection
- All labor, materials, equipment, tools, overhead, profit, and all incidentals required to complete the work as specified

99-06 BID ITEM 6– STEEL STRUCTURAL PLATE PER POUND.

Measurement for steel structural plate shall be made on a per pound (LB) basis, based on the actual weight of steel furnished, installed in place, and accepted by the City. Weight shall be determined by certified mill weight tickets, approved shop drawings with calculated weights, or by scale tickets as approved by the City.

Payment for this work shall be made at the contract unit price per pound as set forth in the Bid Schedule and shall constitute full compensation for furnishing, fabricating, delivering, handling, welding, installing, anchoring, and finishing the steel structural plate, including but not limited to:

- Structural steel plate material
- Shop fabrication and field assembly
- Field welding and/or bolting in accordance with AWS standards
- Drilling, cutting, fitting, and anchorage
- Coatings, primers, galvanizing, or corrosion protection (if specified)
- All labor, materials, equipment, tools, submittals, testing, overhead, profit, and all incidentals necessary to complete the work as specified

99-07 BID ITEM 7 – POST-INSTALLATION VIDEO SURVEY

This Measurement for the post-installation casing liner video survey shall be made on a lump sum basis for each complete survey performed, furnished, and accepted by the City and Hydrogeologist.

Payment for this work shall be made at the contract lump sum price as set forth in the Bid Schedule and shall constitute full compensation for furnishing all labor, materials, equipment, tools, disinfection, video recording, documentation, testing, reporting, and all incidentals necessary to complete the work as specified, including but not limited to:

- Disinfection of all equipment entering the well using a chlorine solution of at least 50 parts per million (ppm)
- Furnishing and operating downhole color video logging equipment with continuous depth display in feet
- Providing adequate lighting for visual inspection
- Flushing the well with clean potable water for a minimum of twelve (12) hours prior to the survey to achieve acceptable visual clarity
- Performing the post-installation video logging survey of the casing liner prior to rig down
- Furnishing a DVD-Video recording of the survey, which shall become the property of the City
- Written certification by the Contractor to the City that the well is intact and constructed in accordance with the Contract Documents
- Repeat video logging, if required due to poor visual clarity or rejection by the City or Hydrogeologist, at no additional cost to the City
- All labor, materials, equipment, tools, overhead, profit, and all incidentals required to complete the work as specified

99-08 BID ITEM 8 – WELL DISINFECTION

Measurement for well disinfection shall be made on a lump sum basis for each complete disinfection event performed, furnished, and accepted by the City.

Payment for this work shall be made at the contract lump sum price as set forth in the Bid Schedule and shall constitute full compensation for furnishing all labor, materials, equipment, tools, chemicals, calculations, testing, documentation, and all incidentals necessary to complete the work as specified, including but not limited to:

- Disinfection of the well in full compliance with AWWA Standard A100-06, latest edition
- Furnishing and applying liquid sodium hypochlorite to achieve an approximate concentration of fifty (50) parts per million (ppm) throughout the entire well water column
- Preparation and submittal of chlorine dosage calculations for City review
- Furnishing the method and equipment necessary to evenly distribute the disinfection solution throughout the well column
- Mixing, contact time, neutralization (if required), and flushing
- All labor, materials, equipment, tools, personal protective equipment, safety measures, overhead, profit, and all incidentals required to complete the work as specified
- No separate payment shall be made for:
- Additional flushing required due to Contractor procedures
- Retesting or repeat disinfection due to Contractor-caused deficiencies
- Delays associated with chlorine contact time or approval
- Coordination with the City or Hydrogeologist

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APPENDIX I

AGREEMENT

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AGREEMENT (CIVIL PROJECT)

This agreement ("Agreement") is made at the City of Lemoore California, by and between _____ *[insert name of Contractor]*, hereinafter called the "Contractor," and the City of Lemoore, hereinafter called the "City" or "Owner."

WITNESSETH: That the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor agrees to furnish all labor and materials, including tools, implements and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, subcontractors, artisans, machinists, teamsters, draymen and laborers required for the Well 14 Liner Installation Project ("Project") as described in the Scope of Work in the Contract Documents.

RELATIONSHIP OF PARTIES. Contractor, its subcontractors, and their respective officers, associates, agents, volunteers and employees acting to perform the services under this Agreement shall act as independent contractors and not as officers, employees, or agents of the Owner for any purpose. Contractor is engaged in an independently established trade, occupation, or business to perform the services required by this Agreement and is hereby retained to perform work that is outside the usual course of Owner's business. Contractor is free from the control and direction of Owner in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between Owner and Contractor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Contractor's employees or subcontractors, any claim or right of action against Owner. Contractor shall have no authority, express or implied, to bind Owner to any obligation whatsoever.

ARTICLE II. CONTRACT; CONTRACT DOCUMENTS. The Contract, which may also be referred to as the Contract Documents, consists of those documents related to the Project as specified in the Owner's Standard Specifications §1-9. If there is a conflict between the Contract Documents, it shall be resolved pursuant to Standard Specifications §4-2.

ARTICLE III. PAYMENT. The Owner agrees to pay the Contractor the following sum for satisfactory performance of the Work:

Dollars (\$) _____ .00)

This price may be based, in part or in whole, upon the estimated quantities of materials to be used as set forth in the Contractor's Bid Proposal; and upon Completion of the Project, the final contract price shall be revised, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Bid Proposal hereto attached.

ARTICLE IV. PROGRESS OF THE WORK. The Contractor shall begin the Work, and shall complete the Work, as required by the Contract Documents, including but not limited to Specifications Section 96-04.

ARTICLE V. TERMINATION. Owner may terminate or suspend this Agreement as permitted in the Contract Documents.

ARTICLE VI. INDEMNITY AND INSURANCE. Contractor shall indemnify and hold harmless and covered as additional insured Owner and its officers, officials, employees, and agents as required below and in the Contract Documents, and shall provide insurance as follows:

A. Insurance Requirements For Contractors

With construction risks, Contractor shall, at its sole cost and expense, procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

B. Minimum Scope of Insurance

In addition to the requirements of the Standard Specifications and other contract documents, coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

In addition to the requirements of the Standard Specifications and other contract documents, Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Owner, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees, agents or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees, agents and

volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Owner, its officers, officials, employees, agents or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to the Owner.
6. During the course of the Contract, the Contractor is responsible for all damages, theft, or other losses in regards to materials, supplies or equipment to be used in the work.
7. The Contractor shall furnish a Builder's/Contractor's Risk policy in an amount sufficient to cover all damages, theft, or loss of materials, supplies or equipment to be used in the work. The policy shall name the City as also insured.
8. The contractor shall name the City as "Additional Insureds" for Completed Operations for a period of not less than ten (10) years.

F. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to the City.

G. Verification of Coverage

Contractor shall furnish the Owner with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the Owner before work commences. The Contractor's insurer shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

H. Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

ARTICLE VII. BONDS. The Contractor shall forthwith furnish in triplicate, a faithful performance bond on the Owner's form in an amount equal to 100% of the contract price and a labor and materials bond in an amount equal to 100% of the contract price, both bonds to be written by a surety company acceptable to the Owner and in the form prescribed by law.

ARTICLE VIII. WARRANTY. Contractor warrants and guarantees the Work as detailed in the Contract Documents, including but not limited to Specification sections 3-5, 5-23, 6-10, 7-23, and 96-30.

ARTICLE IX. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE X. EXECUTION OF OTHER DOCUMENTS. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XI. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XII. BINDING EFFECT. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE XIII. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Kings, subject to transfer of venue under applicable State law.

ARTICLE XIV. AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the City Council.

ARTICLE XV. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond, and the Owner.

ARTICLE XVI. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

IN WITNESS WHEREOF, they have executed this Agreement the _____ day of _____, 20____.

CONTRACTOR

CITY OF _____

_____[Contractor]_____
Company

By _____
City Manager,

By _____
Representative

By _____
City Clerk,

APPENDIX II

STANDARD DRAWINGS AND PLANS

NOT APPLICABLE

APPENDIX III

FEDERAL FUND REQUIREMENTS

NOT APPLICABLE

APPENDIX IV

MISCELLANEOUS SPECIFICATIONS AND EXCERPTS (NOT APPLICABLE)