



# CITY OF MERCED

## MERCED

January 19, 2023

**STATEMENT OF SERVICES CONTRACT FOR THE ABANDONMENT OF WELLS 7A AND 7B**

**PROJECT NO. 123053**

The City of Merced is requesting a quote to abandon two wells at Well Site 7 located at 3362 McKee Road. Proposals are due by 5:00 pm on February 17, 2023.

The scope of work will be the removal of the well heads, concrete, and grout installation for both Wells 7A and 7B. The City will remove the building, piping and electrical.

For a site visit, please contact John Ainsworth at (209) 385-6934.

Attached are specifications, site plan, well logs, pictures and a sample Statement of Services Contract. The City will be using "Docu-Sign" on a revised Statement of Services.

If you have any questions, please contact John Ainsworth by telephone at (209) 385-6934, or by email at [ainsworthj@cityofmerced.org](mailto:ainsworthj@cityofmerced.org) or Joe Cardoso at (209) 388-7508, email [cardosoj@cityofmerced.org](mailto:cardosoj@cityofmerced.org).

Sincerely,

Michael R. Beltran II, PE  
City Engineer

Cc: Joe Cardoso, John Ainsworth, Amber Minami, File



# City of Merced

## Statement of Services Contract

Dept. Head Sig.:	_____
Due Date:	February 17, 2023 @ 5:00 PM
Return to:	John Ainsworth
678 W. 18th Street, Merced, CA 95340	

Name of City Contact John Ainsworth

Phone Ext. (209) 385-6934

### Description of Services to Be Provided:

**Official Use Only**

Abandonment of Wells 7A and 7B on McKee Road per attached drawings and special provisions. Provide a Lump Sum price for furnishing: Permits, Bonds, License and Insurance; Demolition; Well Destruction; and 60 cubic yards of Grout Installation.

Price per cubic yard of additional grout over 60 CY not included in the Lump Sum bid.

Do not furnish Bonds and Insurance at this time. They will be required at the Award of Bid.

### Check Box If Applicable to Project:

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> License (1)* Type <u>C-57</u> | <input checked="" type="checkbox"/> Business License (2)*       | <input checked="" type="checkbox"/> Bonds (6)*             |
| <input checked="" type="checkbox"/> Insurance (14)*               | <input checked="" type="checkbox"/> Workers' Compensation (15)* | <input checked="" type="checkbox"/> Prevailing Wages (16)* |

*\*Numbers correspond to paragraph numbers on the Terms and Conditions attached hereto.*

### Consultant:

### Proposal/Quote

1. Additional price \$ \_\_\_\_\_ per CY over 60 CY. (Not to be included in Lump Sum bid)
  2. \_\_\_\_\_
  3. \_\_\_\_\_
- Total Amount \$ \_\_\_\_\_

By completing and executing this document, Consultant agrees to be bound to the Terms and Conditions attached hereto and incorporated by reference, any additional terms and conditions found on the Purchase Order, and any other terms and conditions imposed by the City and attached hereto or in the Merced Municipal Code, and makes the City an offer for the above-mentioned services at the above-mentioned price. This agreement is not binding on the City until executed by the City Manager, or his/her designee, and a Purchase Order is issued to Consultant. Any terms and conditions proposed by Consultant shall not be binding upon the City unless expressly agreed to in writing by the designated representative of the City.

The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position and Title

\_\_\_\_\_  
Name and Address of Business Entity

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Phone No.:

\_\_\_\_\_  
License No.:

\_\_\_\_\_  
DIR Registration No.:

Accepted by City of Merced

**Official Use Only**

\_\_\_\_\_  
City Manager or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
PO #

## **SPECIAL PROVISIONS**

### **WELLS 7A AND 7B ABANDONMENT**

#### **PROJECT NO. 123053**

**SCOPE OF WORK** -- The City of Merced (City) has removed municipal Wells #7A & #7B from service. The Well Site No. 7 pump station is situated in a residential neighborhood and includes: an elevated 300,000-gallon steel tank structure, three (3) separate groundwater wells, backup generator and chemical buildings, storage buildings and materials bins, and various above and below-grade piping. Wells #7A & #7B are no longer needed and its removal from service will reduce the electrical load, currently at capacity, for the facility. The wells are to be properly abandoned in accordance with state and local well standards.

The work to be done consists, in general, of: the demolition and disposal of surface and sub-grade concrete pump pedestal; concrete slab surrounding the well; removal and disposal of all in-well materials; abandonment of Wells 7A & 7B in accordance with applicable well standards.

Such other items or details, not mentioned above, that are required by these special provisions shall be performed, placed, constructed or installed.

**PERFORMANCE** -- The Contractor shall furnish all labor, materials, tools, equipment, incidentals, and do all work described in these Special Provisions.

**COORDINATION/COOPERATION** -- Attention is directed to Section 5-1.20, "COORDINATION WITH OTHER ENTITIES", of the State Specifications, and these Special Provisions.

The Contractor shall notify the Engineer at (209) 385-6846 at least three (3) working days in advance of the tentative starting date.

The facility is an active municipal well site that will remain in operation during the Contractor's work. City Water Operations staff will facilitate temporary interruption of operations as necessary to accommodate the work.

The Contractor shall be responsible for contacting and coordinating with all utility companies, including the City, concerning the location of existing underground facilities in the construction area. The Contractor shall call Underground Service Alert at (800) 642-2444, at least 2 working days before commencement of underground work for location of underground facilities.

Utility facilities damaged as a result of construction shall be repaired/reconnected as directed by the governing utility at the Contractor's expense.

Full compensation for conforming to the requirements of this section shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be made.

**INSPECTION OF SITE** -- The Contractor shall inspect the work site and note all existing conditions before submitting a bid for this project. To schedule a site visit contact John Ainsworth Tuesday's through Thursday's or Joe Cardoso.

**PRESERVATION OF PROPERTY** -- Attention is directed to Section 5-1.36, "PROPERTY AND FACILITY PRESERVATION", of the State Specifications, and these Special Provisions.

The Contractor shall use such means as are necessary to confine all work to the Well 7 Site and public right-of-way.

**DUST CONTROL** -- Dust control shall conform to the provisions in Section 10, "Dust Control," of the State Specifications, and these Special Provisions.

Full compensation for conforming to the requirements of this section shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be made.

**PERMITS, BONDS, LICENSES AND INSURANCE** -- The Contractor shall procure all permits, bonds, licenses and insurance, pay all charges and fees, and give all notices necessary and incidental to the prosecution of the work. This includes no-fee City of Merced Well Destruction Permit and Encroachment Permit. The Contractor shall obtain a City of Merced business license and pay the applicable fee. Bonds and Insurance will not be required until after the Award of Contract.

The contractor shall complete, execute (signature) and submit (upload via internet) a State DWR Well Completion Report Form for the well destruction (with copy to the City).

Payment for "Permits, Bonds, Licenses and Insurance," shall be included in the contract lump sum price as set forth in the **Statement of Services**, and shall include all fees associated with permits, bonds, licenses, inspections, and all other fees necessary for the completion of this item.

**PUBLIC CONVENIENCE AND SAFETY** -- The Contractor shall be responsible for all the provisions of this item, including issuance of all notices necessary for prosecution of the work.

The Contractor shall maintain access to all other facilities for the City's use at all times. Well abandonment work area shall be clearly marked and paths of travel shall be clearly marked for drivers, vehicles, and workers safety.

Personal vehicles of the Contractor's employees shall be parked in designated areas only.

Full compensation for conforming to the requirements of this section shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be made.

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Personal vehicles of the Contractor's employees shall be parked in designated areas only.

Full compensation for conforming to the requirements of this section shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be made.

Payment for "Well Destruction," shall be included in the contract lump sum price as set forth in the **Statement of Services** and shall include all fees necessary for the completion of this item.

**GROUT** – Grout shall consist of the well sealing material as specified in the attached City Specification W-10.

It is estimated that 30 cubic yards of grout per well site will be used for a total of 60 cubic yards. Contractor shall insert a price per cubic yard over the 60-yard estimate, but not to include this in the overall lump sum bid.

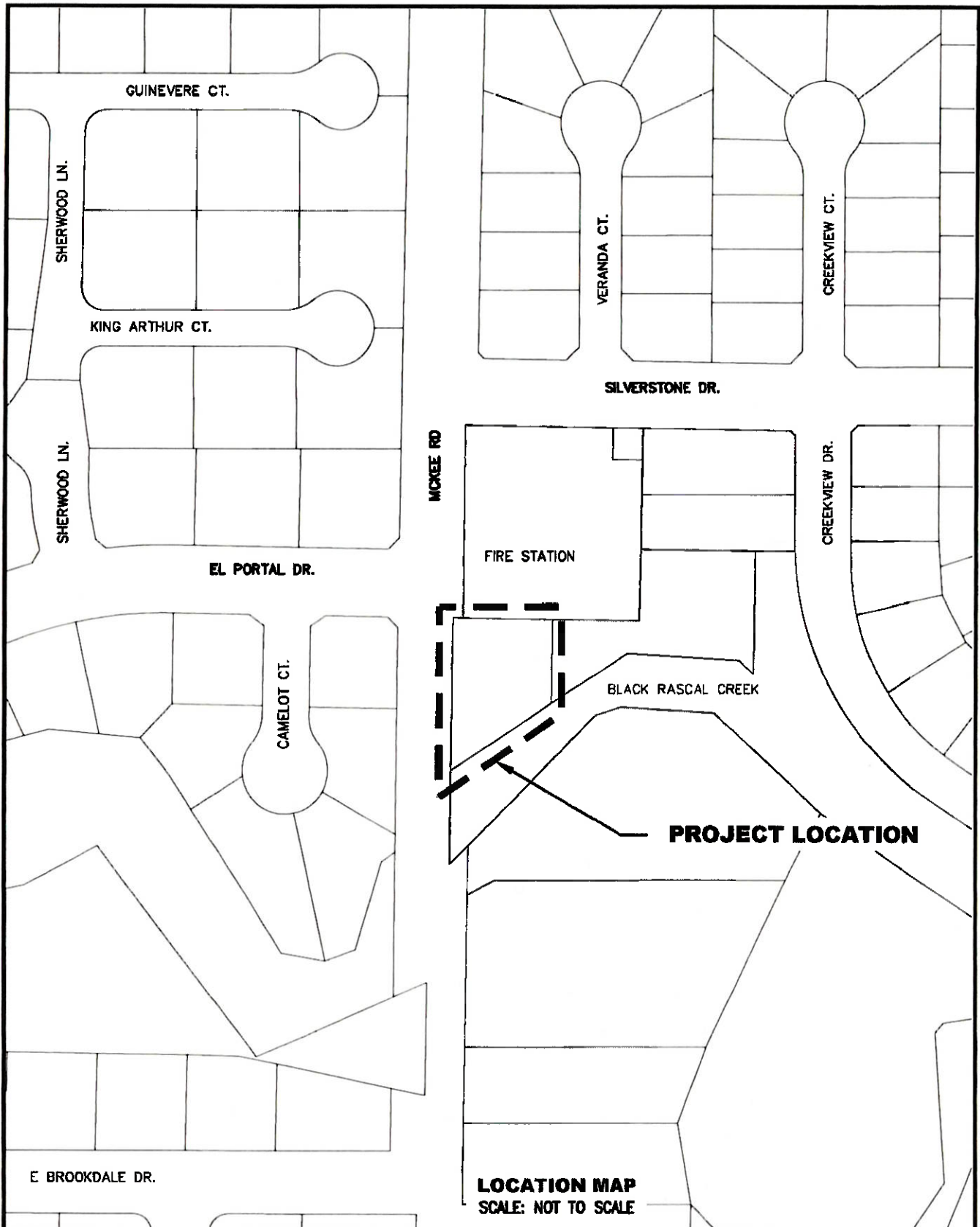
Payment for "Grout," shall be included in the contract Lump Sum price for 60 cubic yards as set forth in the **Statement of Services** and a separate price for anything over 60 cubic yards and shall include all fees necessary for the completion of this item.

**RESTORATION** -- The Contractor shall restore all areas adjacent to the construction area and areas affected during construction to their preconstruction condition. Specifically included in this item are any and all items damaged during construction.

Full compensation for conforming to the requirements of this section shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be made.

#### **ATTACHMENTS**

1. Location Map
2. Site Layout, including concrete removal limits
3. Well Summary Data Sheet for Well 7A
4. Well Summary Data Sheet for Well 7B
5. Current Site Condition Photograph for Well 7A
6. Current Site Condition Photograph for Well 7B
7. Proposed Site Conditions for Demolition
8. City Standard W-10

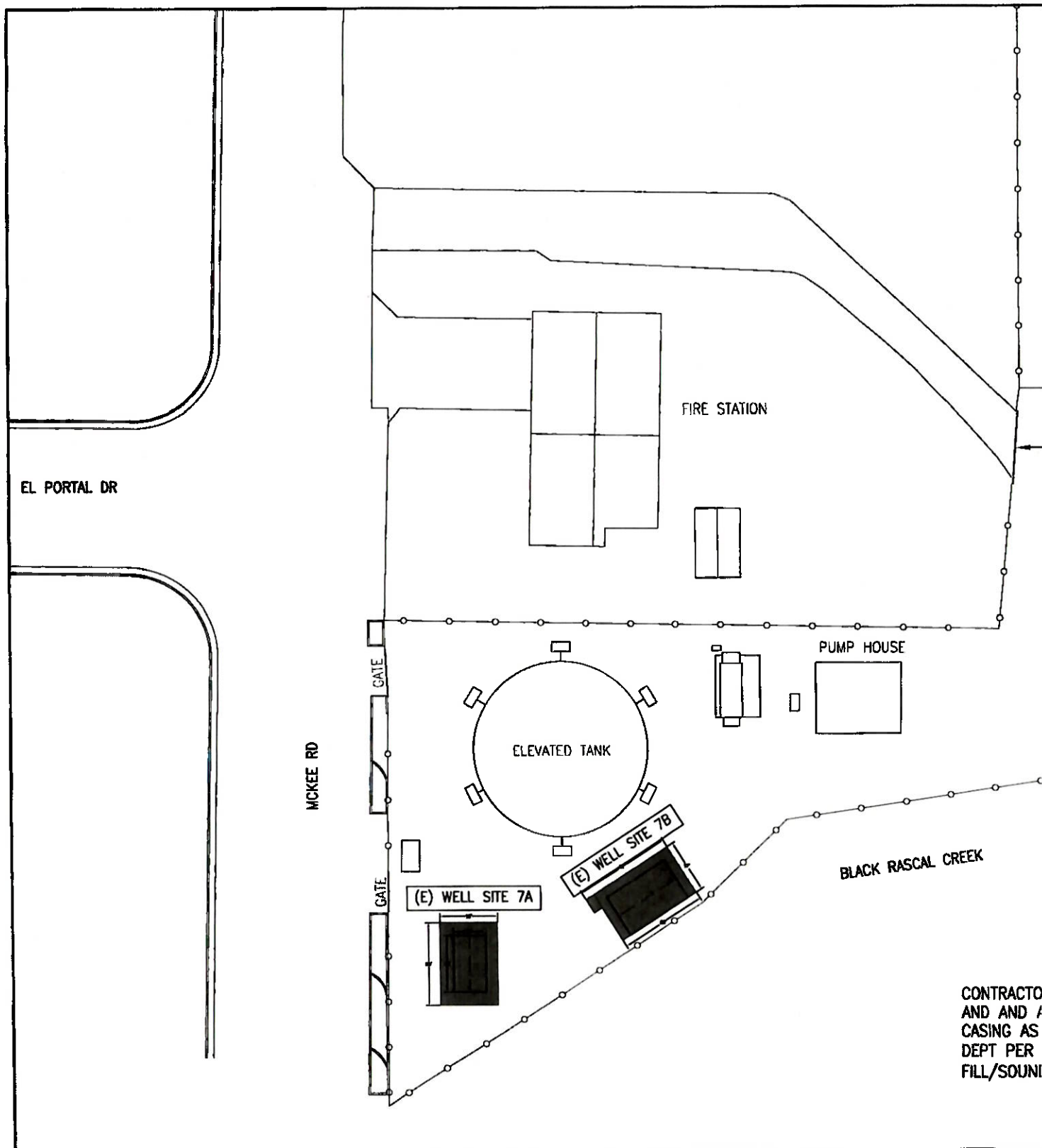


**City of Merced**  
"Gateway to Yosemite"  
**DEPARTMENT OF ENGINEERING**  
ENGINEERING PROJECTS AND STANDARDS  
878 W. 18th Street (209) 385-6846

**PROJECT NO. 123053**  
**WELL 7A & 7B**  
**ABANDONMENT**

DR. BY: A. WOOD  
DATE: 8/09/22  
CHK. BY: EDGAR DEPT  
DATE: 08/2022  
File No. 1018  
**SHOULD NOT TO SCALE**





CONTRACTOR  
AND /  
CASING AS  
DEPT PER  
FILL/SOUND

1

# **WELL SITE 7 ABANDONMENT**

SCALE: 1" = 40'-0"

**Underground Service Alert**



**TWO DAYS  
BEFORE  
YOU DIG**

Call: TOLL FREE 1 (800) 227-2600

## **NOTE:**

ALL REFERENCES AND WRITTEN DIMENSIONS SHALL TAKE PREFERENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED ON THE SITE. ANY DISCREPANCY SHALL BE BROUGHT TO NOTICE OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF ANY WORK.



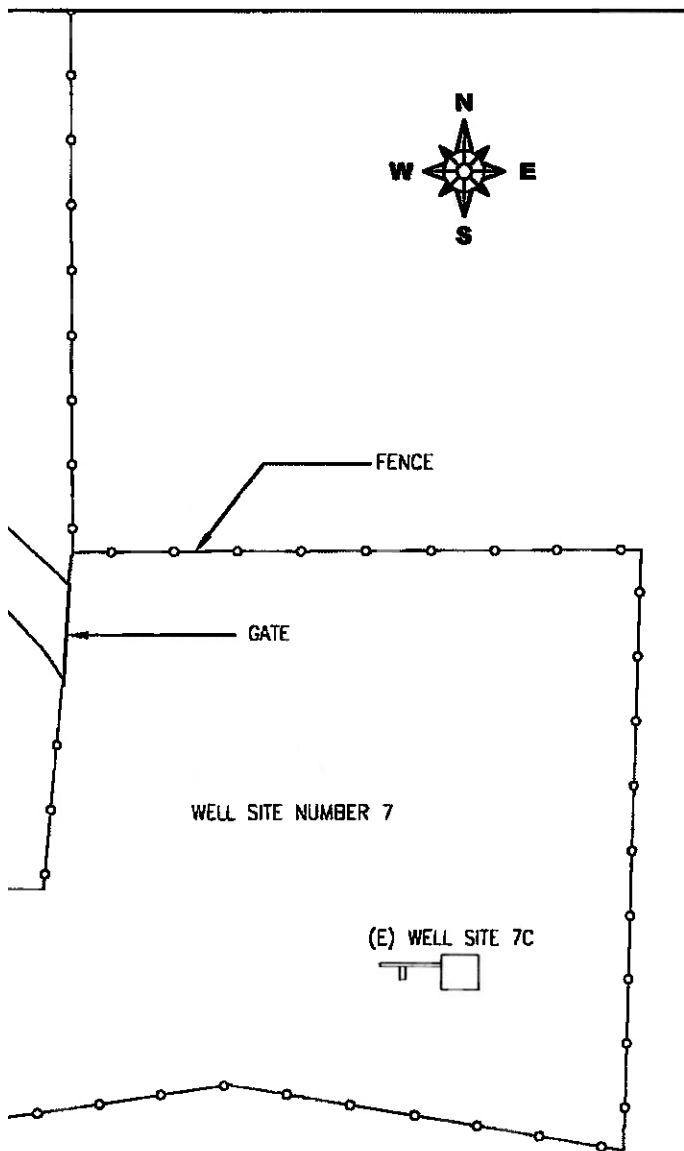
**City of Miami**  
\*Gatev

**DEPARTMENT OF E**

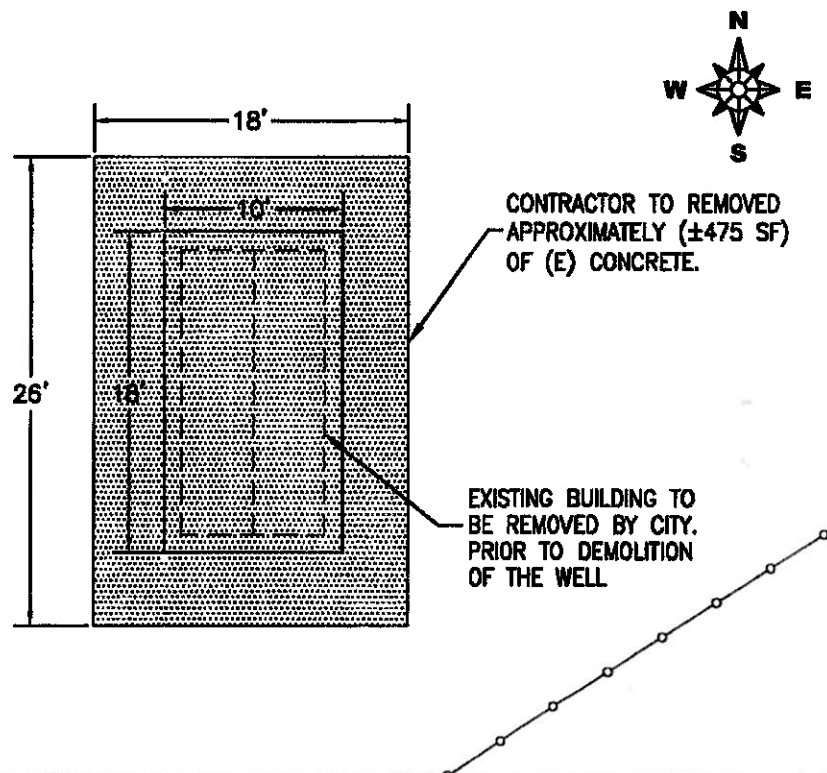
ENGINEERING PROJECTS

678 W. 18th Street

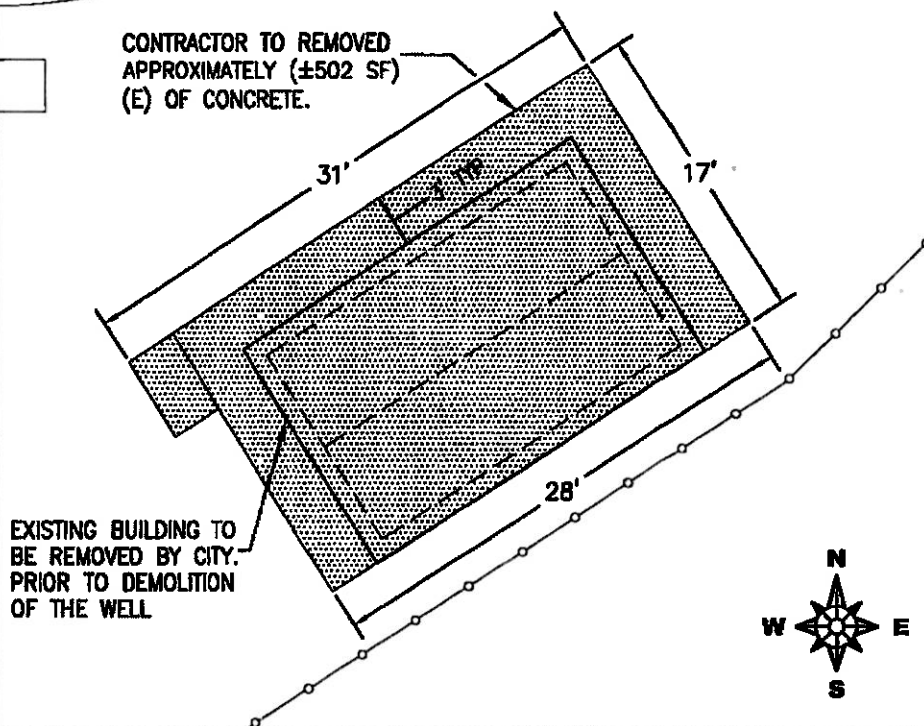




CONTRACTOR TO REMOVE BELOW GRADE CONCRETE, FILL, ID AND ASSOCIATED REINFORCING STEEL ADJACENT TO SING AS NECESSARY TO ACHIEVE FIVE FOOT CUT OFF PT PER CITY STANDARD W-10 (INCLUDING GRAVEL L/SOUNDING PIPING)

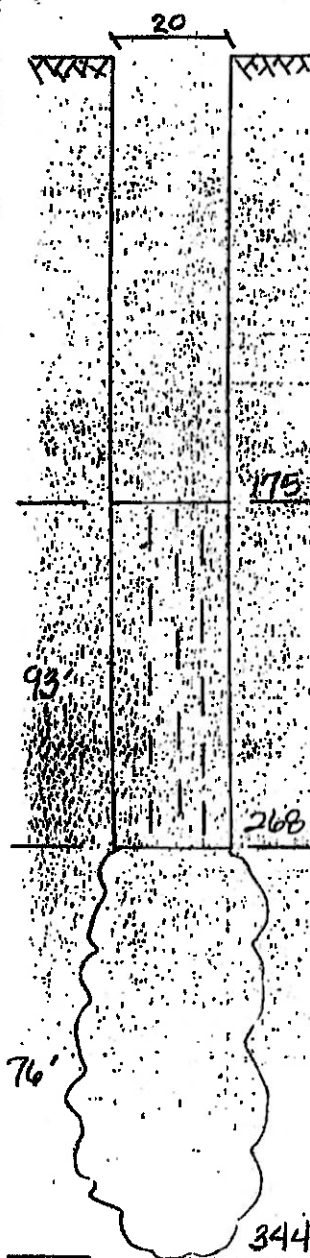


**2 ENLARGED PLAN AT WELL SITE 7A**  
SCALE: 1" = 10'-0"



**3 ENLARGED PLAN AT WELL SITE 7B**  
SCALE: 1" = 10'-0"

# DRAWING OF THE PRODUCTION WELL



WELL DATA

PUMP RECORD

MOTOR

GENERATOR SET

GENERAL

Started Well 19 and Completed 2-7 19 63  
Total Depth 344 Elevation 190.36 Static Water Level 25'  
Length Surface Casing NA Size NA Thickness NA  
Cemented With NA Sacks Cement  
Length Well Casing 268' Size 20" Thickness  
Cemented With Sack Cement  
Inner Casing Length NA Size NA Thickness NA  
Well Screen: Make Size 20" Length 93' Opening  
Type Material With Connections  
Thickness  
Size Hole Drilled For Surface Casing  
Size Hole Drilled For Well Casing  
Size Hole Drilled For Screen  
Yards of Gravel Used NA How Placed NA  
How Was Well Developed By pumping  
Notes:

Rig Used Driller  
Serial Number Make L&B Foundation  
Length Column 140.5' Size 12" Type OL @ 10/20 Lengths  
Bowl Size Type Stages Material Impeller BRZ  
Material Bowl GT With OPEN Ports and Shaft  
Suction Size Length Suction Strainer  
Is Pump Sealed? How Where With What  
Lubricator Type MANUAL/SOLAR Size 1 gal. Voltage  
Length of Airline Size Type Material  
Air Release Valve Type Size  
Size Surface Discharge 12 Check Valve Type Size 12  
Can Pump Be Valved to Waste Pump Speed  
Notes

Rig Used to Set Pump Installed By  
Date Pump Installed 19 Date in Operation 19

Make HP 125 Frame Phase 3 Cycle 60 Volt 220 (440)  
Speed 1200 Model Serial Number  
Top Bearing Bottom Bearing  
Primary Starting and Control RVAT Backup Starting NA  
Mfg.

Gen. Make Model KW Rating @ S/N  
Voltage Reg. Type Transfer Scheme  
Motor Make Model HP Rating S/N  
Speed Cooling System Foundation  
Type Fuel Tank Make Govn.  
Exhaust System Type Fuel  
Motor/Generator Control Mfg. Type

Purpose/Type Well MUNICIPAL Elevated Tank YES/500,000 gal.  
H<sub>2</sub>O TEMP SWL 25' PWL 58' Capacity 2595  
GPM/FT 79 Hardness PH Iron NaCL  
Type of Treatment Used or Available  
Is There a Pump House Over the Well Height Type  
Can Truck or Rig Easily Get to Well  
Pump House Size Hatch

Project No. City Well No. 7A State Well No. 075/ME-11131/M  
Location of the Well MCKEE & BLACK RASCAL CREEK  
Lot Size 166' x 118' x 93' x 152 Neighborhood RURAL RESIDENTIAL  
Street Address 3362 MCKEE RD. County Merced State CA  
PG & E METER # 366T55

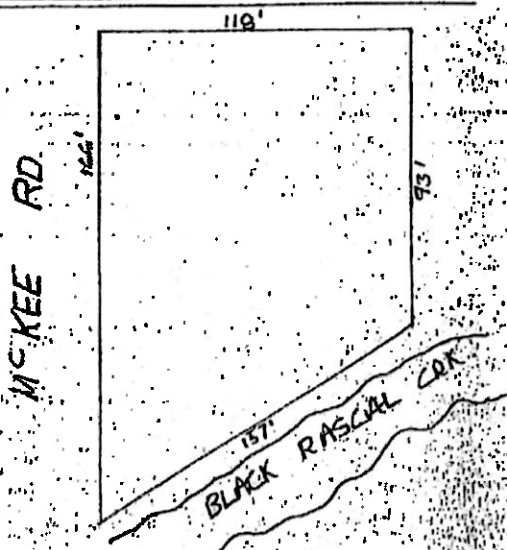
RECORDS UPDATED ON: BY: YEAR

## 439

Started Test Hole \_\_\_\_\_ 19 \_\_\_\_\_ Finished \_\_\_\_\_ 19 \_\_\_\_\_ Test Hole Number \_\_\_\_\_  
Location \_\_\_\_\_ Sec 16 TS 75 Range 14E Elevation \_\_\_\_\_  
Latitude \_\_\_\_\_ Longitude \_\_\_\_\_

[illegible]

## Site Plan



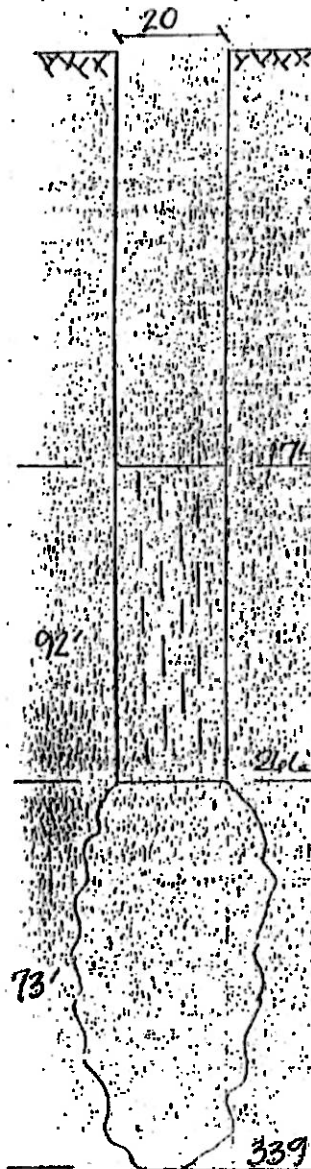
## Monitor Well Drawings

Remarks

**Prepared by:**

**Reviewed by:**

# DRAWING OF THE PRODUCTION WELL



## WELL DATA

Started Well \_\_\_\_\_ 19\_\_\_\_ and Completed 4-15 1968  
 Total Depth 339 Elevation 140.36 Static Water Level 25'  
 Length Surface Casing NA Size NA Thickness NA  
 Cemented With NA Sacks Cement \_\_\_\_\_  
 Length Well Casing 216 Size 20" Thickness \_\_\_\_\_  
 Cemented With \_\_\_\_\_ Sack Cement \_\_\_\_\_  
 Inner Casing Length NA Size NA Thickness NA  
 Well Screen: Make \_\_\_\_\_ Size 20" Length 92' Opening \_\_\_\_\_  
 Type Material \_\_\_\_\_ With \_\_\_\_\_ Connections \_\_\_\_\_  
 Thickness \_\_\_\_\_  
 Size Hole Drilled For Surface Casing \_\_\_\_\_  
 Size Hole Drilled For Well Casing \_\_\_\_\_  
 Size Hole Drilled For Screen \_\_\_\_\_  
 Yards of Gravel Used NA How Placed NA  
 How Was Well Developed By pumping  
 Notes: \_\_\_\_\_

## PUMP RECORD

Serial Number \_\_\_\_\_ Make LIB Foundation \_\_\_\_\_  
 Length Column 140.0' Size 12 Type OL @ 10/20 Lengths \_\_\_\_\_  
 Bowl Size \_\_\_\_\_ Type \_\_\_\_\_ Stages \_\_\_\_\_ Material Impeller BZZ  
 Material Bowl CI With OPEN Ports and \_\_\_\_\_ Shaft \_\_\_\_\_  
 Suction Size \_\_\_\_\_ Length \_\_\_\_\_ Suction Strainer \_\_\_\_\_  
 Is Pump Sealed? How \_\_\_\_\_ Where \_\_\_\_\_ With What \_\_\_\_\_  
 Lubricator Type MANUAL/SOL Size 1GAL Voltage \_\_\_\_\_  
 Length of Airline \_\_\_\_\_ Size \_\_\_\_\_ Type Material \_\_\_\_\_  
 Air Release Valve Type \_\_\_\_\_ Size \_\_\_\_\_  
 Size Surface Discharge 12 Check Valve Type \_\_\_\_\_ Size 12  
 Can Pump Be Valved to Waste \_\_\_\_\_ Pump Speed \_\_\_\_\_  
 Notes: \_\_\_\_\_

## MOTOR

Rlg Used to Set Pump \_\_\_\_\_ Installed By \_\_\_\_\_  
 Date Pump Installed \_\_\_\_\_ 19\_\_\_\_ Date in Operation \_\_\_\_\_ 19\_\_\_\_  
 Make HP 125 Frame \_\_\_\_\_ Phase 3 Cycle 60 Volt 220/140  
 Speed 1200 Model \_\_\_\_\_ Serial Number \_\_\_\_\_  
 Top Bearing \_\_\_\_\_ Bottom Bearing \_\_\_\_\_  
 Primary Starting and Control RVAL Backup Starting N/A  
 Mfg. \_\_\_\_\_

## GENERATOR SET

Gen. Make \_\_\_\_\_ Model \_\_\_\_\_ KW Rating \_\_\_\_\_ @ \_\_\_\_\_ S/N \_\_\_\_\_  
 Voltage Reg. Type \_\_\_\_\_ Transfer Scheme \_\_\_\_\_  
 Motor Make \_\_\_\_\_ Model \_\_\_\_\_ HP Rating 165 S/N \_\_\_\_\_  
 Speed \_\_\_\_\_ Cooling System \_\_\_\_\_ Foundation \_\_\_\_\_  
 Type Fuel Tank \_\_\_\_\_ Make Govn. \_\_\_\_\_  
 Exhaust System \_\_\_\_\_ Type Fuel Gas  
 Motor/Generator Control Mfg. \_\_\_\_\_ Type \_\_\_\_\_

## GENERAL

Purpose/Type Well MUNICIPAL Elevated Tank YES/500,000 gal.  
 H<sub>2</sub>O TEMR \_\_\_\_\_ SWL 25' PWL 56' Capacity 2649  
 GPM/FT 86 Hardness \_\_\_\_\_ PH \_\_\_\_\_ Iron \_\_\_\_\_ NaCl \_\_\_\_\_  
 Type of Treatment Used or Available \_\_\_\_\_  
 Is There a Pump House Over the Well \_\_\_\_\_ Height \_\_\_\_\_ Type \_\_\_\_\_  
 Can Truck or Rig Easily Get to Well \_\_\_\_\_  
 Pump House \_\_\_\_\_ Size Hatch \_\_\_\_\_

Project No. \_\_\_\_\_ City Well No. 7B State Well No. 075/14E-1660?  
 Location of the Well \_\_\_\_\_  
 Lot Size 165 X 118 X 93 X 157 Neighborhood RURAL RESIDENTIAL  
 Street Address 3362 M<sup>th</sup>EE RD. County MERCED State CA  
 PG/E METER # 366 TSS

RECORDS UPDATED ON: \_\_\_\_\_ BY: \_\_\_\_\_ YEAR \_\_\_\_\_

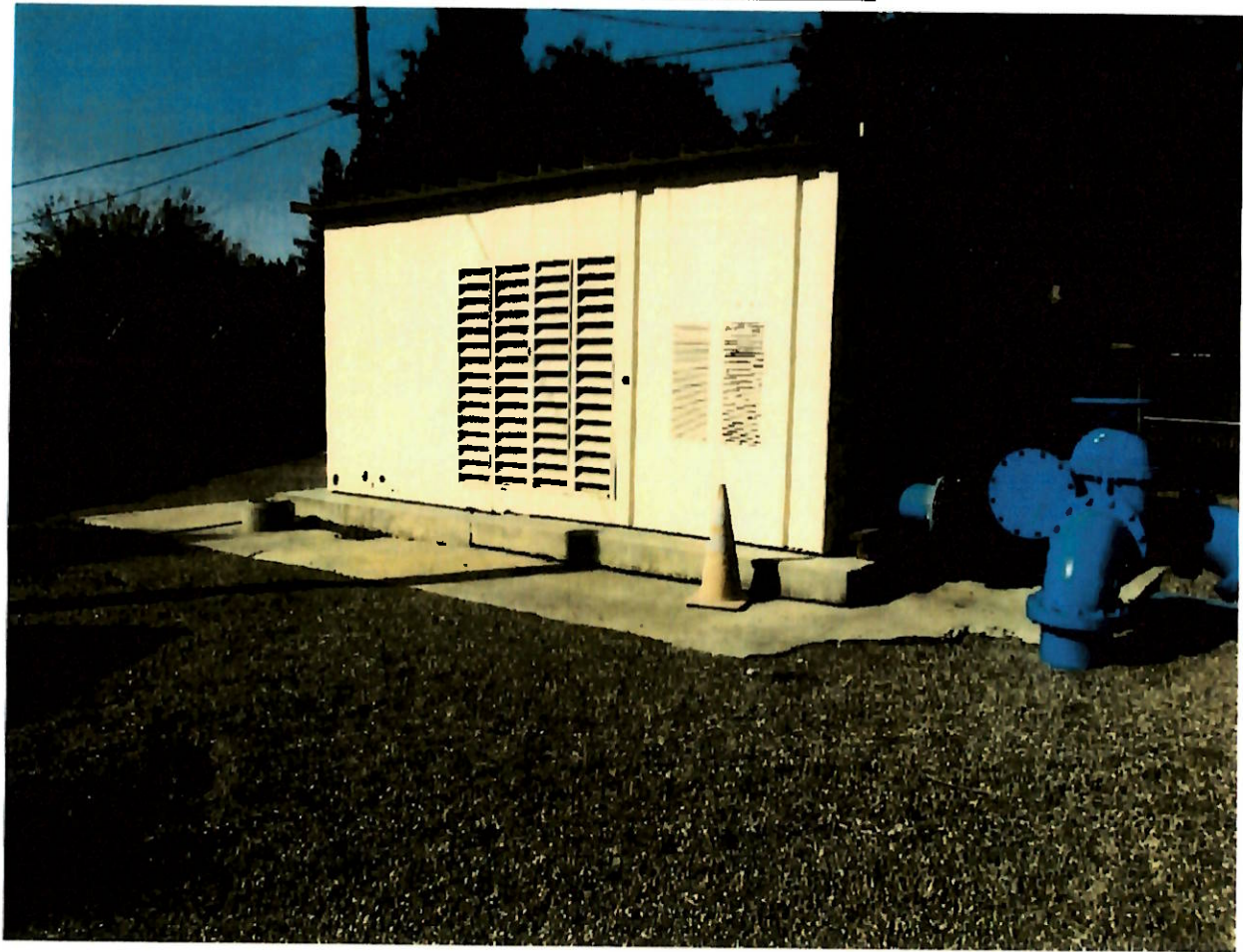
## FORMATION LOG OF THE WELL OR TEST HOLE

Started Test Hole \_\_\_\_\_ 19\_\_ Finished \_\_\_\_\_ 19\_\_ Test Hole Number \_\_\_\_\_  
 Location \_\_\_\_\_ Sec \_\_\_\_\_ TS \_\_\_\_\_ Range \_\_\_\_\_ Elevation \_\_\_\_\_  
 Latitude \_\_\_\_\_ Longitude \_\_\_\_\_

Total Depth	Thickness Each Stratum	Formation	Site Plan
6	6	ADOBE SOIL	
10	4	DRY SAND	
21	11	RED CLAY	
31	10	SAND	
36	5	RED CLAY	
39	3	SAND	
52	13	GRAY CLAY	
54	2	SAND	
84	30	RED CLAY	
91	7	RED SAND (MEDIUM)	
111	20	RED CLAY (HARD)	
126	15	SAND MEDIUM, BROWN	
143	17	RED CLAY	
148	5	RED SAND	
173	25	RED CLAY	
176	3	SANDY CLAY	
191	5	SAND	
206	25	RED CLAY	
215	9	SAND	
219	4	CLAY	
237	18	DIRTY GRAY SAND	
251	14	COARSE SAND	
332	81	CLAY	
351	19	BLACK SAND & GRAVEL	
358	7	SANDY CLAY	



**Well 7A Concrete Pad  
approximately 18' x 26'**



**Well 7B Concrete Pad  
approximately 17' x 31'**





**This is what the Contractor will see upon start of Demolition for both Well Sites. The shafts need to be saved and turned over to the Water Division**



PLACE TEMPORARY COVER WHEN NO WORK IS BEING DONE, I.e. AT NIGHT OR WHEN WAITING FOR GROUT.

NATIVE SOIL BACKFILL (COMPACTED TO CITY STANDARD IN PUBLIC RIGHT OF WAY).

EXIST. GRADE

5'-0"

### PURPOSE OF DESTRUCTION

- 1.) PROTECT GROUND WATER FROM CONTAMINATION
- 2.) ELIMINATE PHYSICAL HAZARD FROM ABANDONED WELL.
- 3.) ELIMINATE INTERCHANGE BETWEEN AQUIFERS.

### PRELIMINARY WORK

THE OWNER/CONTRACTOR SHALL SUPPLY THE FOLLOWING INFORMATION PRIOR TO ISSUANCE OF THE NO FEE PERMIT:

- 1.) WELL DEPTH
- 2.) WATER LEVEL
- 3.) CASING DIAMETER
- 4.) WELL LOCATION

WELL DESTRUCTIONS INVOLVING SPECIAL CIRCUMSTANCES OR NON-CONFORMING CASES TO BE ADDRESSED BY ENGINEERING FOR ADDITIONAL REQUIREMENTS OR VARIANCES.

### INSPECTION

THE OWNER/CONTRACTOR SHALL NOTIFY THE CITY AND SCHEDULE INSPECTION WHEN THE WELL HAS BEEN PREPARED FOR FILLING & CAPPING.

### NOTES

- 1.) ONLY CONTRACTORS POSSESSING A VALID C-57 CONTRACTORS LICENSE MAY PERFORM WELL DESTRUCTIONS.
- 2.) REMOVE ALL OBSTRUCTIONS PRIOR TO DESTRUCTION.
- 3.) WELL DESTRUCTION STANDARDS BASED ON DWR. BULLETIN 74-81 AS SUPPLEMENTED BY DWR. BULLETIN 74-80 & CITY OF MERCED MERCED WELL ORDINANCE NO. 1754.

REMOVE WELL CASING TO THIS LEVEL.

ALLOW GROUT CAP MUSHROOM OVER TOP OF CASING.

WELL CASING

### GROUT SEALING MATERIAL

-THE VOLUME OF GROUT SEALING MATERIAL PLACED MUST AT LEAST EQUAL THE VOLUME OF THE EMPTY WELL.  
-GROUT MUST BE PLACED IN ONE CONTINUOUS OPERATION:

- 1.) WELL DEPTH 20' OR LESS, FREE FALL PERMISSIBLE.
- 2.) WELL DEPTH GREATER THAN 20', SEALING MATERIAL TO BE PLACED VIA TRIMIE PIPE UNDER PRESSURE (I.e. PRESSURE GROUT W/ BOTTOM OF TRIMIE PIPE NO MORE THAN 20' OFF OF WELL BOTTOM).

-ACCEPTABLE SEALING MATERIAL

- 1.) NEAT CEMENT
- 2.) SAND CEMENT GROUT (8 SACK MIX)
- 3.) CONCRETE
- 4.) BENTONITE/CEMENT GROUT

\* REFER TO DWR. BULLETIN 74-81, SECT. 9 FOR MATL. STDS. & PROPORTIONS, FOR ITEMS 1-4.

### CASING PERFORATION

ALL WELLS GREATER THAN 100' IN DEPTH ARE TO HAVE THE CASING PERFORATED/PUNCTURED AT 10' INTERVALS (MIN. 4-1.0 SQ. INCH HOLES PER 10' INTERVAL) FROM THE BOTTOM OF THE WELL TO WITHIN 10' OF THE EXIST. GRADE.

BOTTOM OF WELL BELOW EXISTING GRADE

DEPARTMENT OF PUBLIC WORKS

CITY OF MERCED, CALIF.

### WELL DESTRUCTION

DRAWN: K.G.E.

APPROVED BY:

DATE

W-10

ENG.

8-5-91

REVISED

CITY ENGINEER

SHEET

OF

## **TERMS AND CONDITIONS FOR SERVICES AND PUBLIC WORKS CONTRACTS**

THESE TERMS AND CONDITIONS, ("Terms and Conditions") are made and entered into on the date shown on the attached Statement of Services, by and between the City of Merced, a California Charter Municipal Corporation, ("City") and the Vendor, Contractor, or Person, ("Contractor") shown on the Statement of Services. These Terms and Conditions, Statement of Services, and Purchase Order shall herein be collectively referred to as the "Agreement." Any words that Contractor adds to the Agreement or any form that Contractor uses in the course of business will not change or supersede these Terms and Conditions. The City must agree, in writing, to any change in terms and conditions. The City's acceptance of any work or services is not an acceptance of Contractor's conflicting terms and conditions should such exist.

1. **CONTRACTOR QUALIFICATIONS AND STANDARD OF WORK.** Contractor warrants that it is fully qualified to perform the work, and holds all applicable licenses, permits, and other necessary qualifications. Contractor shall perform and complete in a good and workmanlike manner all the work described in this Agreement to the plans and specifications provided to the Contractor by City, and shall do everything required by these Terms and Conditions and other contract documents attached hereto.

Contractor shall possess a valid C-57 Special California Contractor's license at the time of bid submission for the duration of the Agreement. (Applies only if marked on the Statement of Services Form).

2. **CITY BUSINESS LICENSE – (Applies only if marked on the Statement of Services Form).** Contractor agrees that if its business is based within the City limits or it enters into the City to conduct business then a current City of Merced business license is required. Failure to comply with this requirement could result in criminal penalties.

3. **CONTRACTOR'S SERVICES.** Contractor shall, at its own cost and expense and as authorized and directed by the City, provide the personnel, supervision, equipment, supplies, services, administration, transportation, and other needs to complete the work described in the Statement of Services and the City's Purchase Order, which is hereby incorporated and made a part of these Terms and Conditions, within the agreed upon time schedule and budget. The Contractor is

responsible for obtaining and administering the employment of personnel having the training, experience, licenses, and other qualifications necessary for the work assigned. All project-related costs shall be assumed and paid by the Contractor. These Terms and Conditions and Purchase Order provide the exclusive means of payment and reimbursement of costs to the Contractor by the City.

Such work shall include the following:

- a. The Contractor shall perform the services as described in the Statement of Services and Purchase Order in full compliance with these Terms and Conditions and adopted City policies and guidelines as provided to the Contractor, and in compliance with all other applicable laws and regulations.
- b. The Contractor shall perform all services and prepare all documents in professional form, exercising the special experience, skill, and education required for such service.
- c. The Contractor shall provide finished documents of presentation quality that evidence the highest standards of investigation, professional review, public participation, and presentation.

4. **SCHEDULE OF PERFORMANCE AND BUDGET.** The Contractor shall satisfactorily perform the services described in the Statement of Services and Purchase Order within the Time Schedule stated or agreed to between the Contractor and the City. The Contractor shall review the remaining work and remaining budget at least monthly (or at such other interval as directed by City staff) and shall confirm that completion may be expected within the budget approved or, in the alternative, give immediate notice when it shall first appear that the approved budget will not be sufficient, together with an explanation for any projected insufficiency.

The Contractor shall immediately inform the City of any problems, obstructions, or deviations of which the Contractor becomes aware affecting Contractor's ability to complete the project in a timely, efficient, and competent manner.

5. **RISK OF LOSS PRIOR TO FINAL ACCEPTANCE.** Risk of loss from total or partial destruction of the work, prior to final acceptance, shall be borne by Contractor regardless of the cause. Contractor shall repair or replace such damages or destroyed work to its prior undamaged condition before being

entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Contractor from completion of work.

6. **BONDS – (Applies only if marked on the Statement of Services Form).**

a. Contractor shall, within fifteen (15) days of contract award and before performance of the work, file a Performance Bond, with and approved by the City, in the amount of 100 percent (100%) of the contract price. The Performance Bond shall remain in effect until recordation of the Notice of Completion, or if a Notice of Completion is not recorded by the City, for sixty (60) days after completion of the work.

b. All Bonds shall be furnished by the Contractor at its own cost and expense. All bonds shall be executed by such sureties as are admitted to transact surety insurance in the State of California. Should an objection as to the sufficiency of an admitted surety on a bond be made, California Code of Civil Procedure Section 995.660 shall apply.

7. **INDEPENDENT CONTRACTOR.** It is expressly understood that Contractor is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Contractor shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Contractor desire any insurance protection, the Contractor is to acquire same at its expense.

In the event Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

8. **COMPENSATION.** Payment by the City to the Contractor for actual services rendered shall be made upon presentation of an invoice detailing services performed.

9. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate the Agreement any time by mailing via certified U.S. Mail a notice in writing to Contractor that the Agreement is terminated. Alternatively, City may send said notice by facsimile with confirming notice provided via U.S. Mail. Said Agreement shall be deemed terminated as of Contractor's receipt of said notice, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

10. **ASSIGNABILITY OF AGREEMENT.** The Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under the Agreement will be permitted only with the express written consent of the City.

11. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by the Agreement shall be the property of the City, and Contractor shall deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including, but not limited to, those set forth hereinabove, prepared pursuant to the Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

12. **INDEMNITY.** Contractor shall indemnify, protect, defend, save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Contractor or Contractor's officers, employees, volunteers, and agents during performance of the Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Contractor or its employees, subcontractors, or agents, or by the quality or character of Contractor's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused solely by the gross negligence of the City. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of



insurance certificates and endorsements required under the Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of the Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of the Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

13. **INSURANCE – (Applies only if marked on the Statement of Services Form)**. During the term of the Agreement, Contractor shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

- a. General Liability.
  - (i) Contractor shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
  - (ii) Contractor shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
  - (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Contractor.
  - (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
  - (v) Contractor shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent



to the City within thirty (30) days of the annual renewal.

**b. Automobile Insurance.**

- (i) Contractor shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.**
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Contractor.**
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.**

**c. Professional Liability Insurance.** Contractor shall carry professional liability insurance appropriate to Contractor's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

**d. Qualifications of Insurer.** The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,**
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).**

**e. Certificate of Insurance.** Contractor shall complete and file with the City prior to engaging in any operation or activity set forth in the Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made

during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Contractor's insurance policies are not current.

14. **WORKERS COMPENSATION INSURANCE – (Applies Only If Marked On The Statement Of Services Form)**. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

15. **PREVAILING WAGES – (Applies only if marked on the Statement of Services Form)**.

a. A determination of the general prevailing rates per diem wages and holiday and overtime work where the work is performed is available for review upon request at the City of Merced, located at 678 West 18<sup>th</sup> Street, Merced, California 95340. Contractor and subcontractors will not pay less than the prevailing rates of wages. Contractor will post one copy of the prevailing rates of wages at the job site.

b. Contractor shall forfeit as penalty to City the sum of Fifty Dollars (\$50.00) for each calendar day or portion thereof, and for each worker paid less than the prevailing rates under the Agreement.

16. **TRAVEL AND SUBSISTENCE PAYMENTS – (Applies only if Prevailing Wages is marked on the Statement of Services Form)**. Travel and subsistence payments shall be paid to each worker as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification or type of work.

17. **HOURS OF WORK.**

a. Eight (8) hours of labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times (1 ½) the basic rate of pay for work in excess of eight (8) hours during a calendar day or forty (40) hours during a calendar week for the foregoing hours.

b. Contractor shall keep and make available an accurate record showing the name of each worker, and hours worked each day and each week by each worker.

c. As a penalty to the City, Contractor shall forfeit Twenty Five Dollars (\$25.00) for each worker, including subcontractor's workers, for each calendar day during which the worker is required or permitted to work more than eight (8) hours in one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of Labor Code Sections 1810 through 1815.

18. NOTICES. Notice may be given by personal delivery or by placing the notice in a properly addressed envelope and depositing that envelope in the United States mail with first-class postage paid.

19. PROHIBITION AGAINST DISCRIMINATION. In the performance of the Agreement the Contractor will not refuse or fail to hire or employ any qualified person, or bar or discharge from employment any person, or discriminate against any person with respect to the compensation, terms, conditions or privileges of employment, because of such person's race, color, creed, national origin, ancestry, sex or age.

20. PERMITS AND LICENSES.

a. Contractor shall apply for and procure permits and licenses necessary for the work.

b. Contractor shall give notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of permits and licenses.

c. Contractor shall pay charges and fees in connection with permits and licenses.

21. VENUE. The Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to the Agreement shall be held exclusively in a state court in the County of Merced.

22. WAIVER. In the event that either City or Contractor shall at any time or times waive any breach of the Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of the Agreement, whether of

the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

23. CONFORMANCE TO APPLICABLE LAWS. Contractor shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons to work under the Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by the Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Contractor hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.