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Issue Date: May 21, 2013

Equal Opportunity Employer

**THE COUNTY OF MERCED
DEPARTMENT OF ADMINISTRATIVE SERVICES-PURCHASING**

**INVITATION FOR BID
BID NO. 6698**

**FOR:
ENVIRONMENTAL ASSESSMENT AND REMEDIATION SERVICES AT
TWO (2) EXISTING COUNTY OWNED PROPERTIES
COMMODITY CODE: 961.00**

Notice is hereby given that sealed bids will be received at the Merced County Department of Administrative Services-Purchasing until 4:00 P.M., local time, on **Thursday, June 13, 2013**, at which time they will be publicly opened, read and **published to the web** for the furnishing of all labor, materials and equipment, and performing all work necessary and incidental to Environmental Assessment and Remediation Services at Two (2) Existing County Owned Properties. Please carefully read and follow the instructions. **Bids shall be presented under sealed cover. Clearly marked with the bid number and bid submittal deadline date on the outside and mailed or delivered to:**

County of Merced
Department of Administrative Services-Purchasing
2222 "M" Street, Room 1
Merced, California 95340
Attn: Frank C. Rybka, C.P.M., CPPB
Procurement Specialist II
Phone: 209-385-7331 Ext. 4361
Fax: 209-725-3535
E-Mail: frybka@co.merced.ca.us

Any bidder who wishes their bid to be considered is responsible for making certain that their bid is received in the Department of Administrative Services-Purchasing by the Bid Submittal Deadline. **NO ORAL, TELEPHONIC, TELEGRAPHIC, ELECTRONIC (E-MAIL), OR FACSIMILE BIDS OR MODIFICATIONS WILL BE CONSIDERED. BIDS RECEIVED AFTER THE BID SUBMITTAL DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

BID SUBMITTAL DEADLINE: 4:00 P.M., THURSDAY, JUNE 13, 2013

BIDS WILL BE CONSIDERED LATE WHEN THE OFFICIAL DEPARTMENT OF ADMINISTRATIVE SERVICES-PURCHASING TIME CLOCK READS 4:01 P.M.

STRIVING FOR EXCELLENCE

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SECTION 1
BID NO. 6698
SCOPE OF WORK

This scope of work describes the requirements to furnish all labor, materials, equipment and supplies to provide an Environmental Assessment and Remediation Services at Two (2) Existing County Owned Properties. As part of this bid, bidder must provide an exception page for this service bid, listing any exception(s) taken to the scope of work. If exception(s) are not noted, the County will assume the bidder will meet all of those requirements and assume full responsibility to meet the scope of work.

1.0 PROJECT: Environmental Assessment and Remediation Services at Two (2) Existing County Owned Properties located in the County of Merced. The site designations and Locations are:

- Local Oversight Program (LOP) #24178 Gustine Yard Facility;
- Local Oversight Program (LOP) #24186 Los Banos Spring Fair Facility;

2.0 LOCATION: LOP 24178
Gustine Corporation Yard
440 Sixth Avenue
Gustine, CA

2.1. SCOPE OF WORK

2.1.1. GENERAL: These specifications cover the work necessary to provide the environmental assessment and operation of an existing remediation system at the former Merced County Gustine Corporation Yard located at 440 Sixth Avenue, Gustine, California also identified as APN: 020-081-003 and associated offsite monitoring points and remediation system operations. The work will include:

1. Sampling and groundwater gradient determination for 10 existing groundwater monitoring wells on a quarterly basis (every 3 months) for eight (8) events. First event to occur on, or before, June 28, 2013.
2. Monthly sampling of 6 existing soil vapor wells. Monthly sampling to be for twenty-four (24) events.
3. Operation of 2 existing “bio-sparge” systems located on either side of Fourth Street.
4. Appropriate disposal of investigation derived and operational waste generated through the execution of this scope of work.
5. Quarterly reporting of results of groundwater monitoring, soil vapor monitoring, operational status of remediation systems, conclusions and recommendations.
6. Completion of required uploads of reports, laboratory data, etc. to the State Water Resources Control Boards GeoTracker web site.
7. Should the need arise, provide cost for installing and connecting one (1) additional air sparge well, one (1) additional shallow ground water monitoring well, and one (1) additional soil vapor probe.

The successful Bidder shall furnish all necessary and appropriate personnel and properly certified equipment to safely and lawfully complete the tasks listed above. Personnel completing work shall have OSHA 40 hour training and annual HAZWOPER updates in compliance with 29CFR1910.120.

Note: Past reports regarding this site can be found on GeoTracker under LOP 24178.

2.1.2. WORK TO BE PERFORMED: The services provided under these specifications shall include all labor, material, permits required by local and state agencies, operating supplies, auxiliary fuels, and equipment necessary to perform work as outlined above. All such work shall be performed in a thorough and efficient manner under the contract administrations of and to the satisfaction of the Merced County Department of Public Works (MCDPW) with regulatory oversight provided by the local Regional Water Quality Control Board (RWQCB). Work shall be completed in compliance with Merced County Department of Public Health (MCDPH) standards dated October 2011 (**Exhibit 2**).

2.1.2.1. Quarterly Groundwater Monitoring

Groundwater sampling, for eight quarters, as part of this scope of work shall include sampling of the existing 10 monitor wells (OBS-1, OBS-6, OBS-10, OBS-10B, OBS-11, MW-12, MW-15, MW-18, MW-21, and MW-22 – See **Exhibit 4** for well locations) for eight (8) events with the following information collected and reported:

- Depth to groundwater.
- Depth and thickness of floating free product, if present.
- Local groundwater gradient.
- Collection of groundwater temperature, pH, and conductivity during purging of the wells to confirm stability has been reached.
- Measure and report field measured post purge dissolved oxygen (DO) concentration in ppm. Insure DO probe is correctly calibrated and probe membrane has been maintained per manufacturer's instructions.
- Analysis of groundwater samples for TPH(d), and TPH(g) by EPA Method 8015 and BTEX by EPA Method 8021. TPH (d) groundwater samples shall be prepared prior to analysis by Silica Gel cleanup by passing the sample through a column with silica gel (shake method will not be acceptable).
- Appropriate disposal of investigation derived waste generated through the execution of this scope of work.
- Delivery of one paper copy of each report to:
Richard Schwarz / Ralph Offermann
Merced County Public Works
715 Martin Luther King Jr. Way
Merced, CA 95340
- Each report shall include:
 - o Historical listing of all groundwater elevation and quantitative analysis data collected from site to date.
 - o Graphical representation of:
 - Local first encountered groundwater gradient for sampling event with site map overlaid.

- TPH (d) groundwater contour data for site and adjacent former Peters Trucking site.
- TPH (g) groundwater contour data for site and adjacent former Peters Trucking site.
- Benzene groundwater contour data for site and adjacent former Peters Trucking site.
- o Field notes regarding well sampling and purging.
- o Copies of all laboratory data regarding quantitative analysis.
- o Recommendations for future sampling and evaluation of data.
- Upload of laboratory data (EDF), GeoMap, GeoWell, and report of results (GeoReport) to GeoTracker.

2.1.2.2 Quarterly Soil Vapor Sampling

The following existing six (6) vapor sampling points shall be monitored: SVB-1, SVB-2, SVB-3, SVB-4, SVB-6, and SVB-9 (See **Exhibit 4**). Monthly monitoring of these points with a calibrated photoionization detector (PID) will be made and the results reported by letter report to MCDPW and MCDEH. Quarterly samples at these points will be collected following purging (3 purge volumes) and the collected samples evaluated by EPA Method 8260 or TO-3 for TPH (g) and Benzene, Toluene, Ethylbenzene, and Xylenes (BTEX).

2.1.2.3 Maintenance and Operation of Remediation Equipment

There are two bio-spargers air injection systems, one located on either side of Fourth Street (See **Exhibit 4**). The two systems combined inject compressed air into 72 air sparger wells. Each system is supplied compressed air by a single Ingersoll Rand UP6-7.5 which is a screw style air compressor. There are two compressors in total. The contractor will be required to complete all manufacturer recommended maintenance on these two compressors, including supplying all parts and lubricants required. As of January 10, 2013, compressor #1 total cumulative run time was 4,374.5 hrs. and compressor #2 total cumulative run time was 7,915.8 hrs. The compressors feed a number of solenoid operated valves which in turn distribute air out to the sparger wells. Each solenoid valve is controlled by a time clock. Sequence of operation of the solenoid valves and air flow to each sparger well has been set. The contractor will maintain this system and keep it operational during the contract period. The performance measure for the contractor of successful execution for this portion of the contract will be that the entire bio-sparger system is operating at least 80 percent of the total time available. Utility costs for the operation of the two air compressors (electricity) and the time clocks (electricity) will be paid by the County directly and will not be part of the contractor's cost. It is anticipated that the contractor will make at least monthly visits to the site to verify proper operation of the sparging system. The contractor will make recommendations for optimization of system operations in quarterly reports. Once recommendations are approved by MCDPW, contractor will implement work. Summaries of operation of the remedial system shall be

included with the quarterly site reporting.

2.1.2.4. Disposal of Investigation Derived Waste

Provide and pay for proper disposal of all waste products generated through the execution of this contract.

2.1.2.5. Compliance with all Applicable Laws and Regulations

Site assessment clean-up activities shall be in compliance with all applicable State, Federal, and local laws and regulations. Contractor shall obtain all required permits needed for lawful execution of work under this contract.

2.1.2.6. Warrants

The successful Bidder warrants that: it understands the currently known hazards of the activities described under the Scope of Work. It will conduct all activities described in the Scope of Work in full compliance with all governmental laws, regulations and orders. It will secure all permits necessary to the implementation and completion of the Scope of Work.

3.0 LOCATION: LOP 24186
Los Banos Spring Fair
360 D Street, Los Banos, CA
APN: 025-020-001

3.1. SCOPE OF WORK

3.1.1. GENERAL: These specifications cover the work necessary to provide the environmental assessment and floating free product removal and disposal at the former petroleum Underground Storage Tank (UST) site located at 360 D Street, Los Banos, California also identified as APN: 025-020-001. The work will include:

1. Sampling and groundwater gradient determination for 3 existing monitoring wells for eight (8) quarterly sampling events. First event to occur on, or before, June 28, 2013.
2. Written reporting of results of groundwater monitoring events.
3. Removal and proper disposal of any floating free product found in existing monitoring wells.
4. Appropriate disposal of investigation derived waste generated through the execution of this scope of work.
5. Completion of required uploads of reports, laboratory data, etc. to the State Water Resources Control Board's GeoTracker web site.

The successful Bidder shall furnish all necessary and appropriate personnel and properly certified equipment to safely and lawfully complete the tasks listed above. Professional consultant staff shall have experience completing the assessment activities required and shall comply with California Business and Professions Code. Personnel completing work shall have OSHA 40 hour training

and annual HAZWOPER updates in compliance with 29CFR1910.120.

Note: Past reports regarding this site can be found on GeoTracker under LOP 24186.

3.1.2. WORK TO BE PERFORMED: The services provided under these specifications shall include all labor, material, permits required by local and state agencies, operating supplies, utilities, auxiliary fuels, and equipment necessary to perform work as outlined above. All such work shall be performed in a thorough and efficient manner under the contract administrations of and to the satisfaction of the Merced County Department of Public Works (MCDPW) with regulatory oversight provided by local Regional Water Quality Control Board (RWQCB). Work shall be completed in compliance with Merced County Department of Public Health (MCDPH) standards dated October 2011 (**Exhibit 2**).

3.1.2.1. Quarterly Groundwater Monitoring

Groundwater sampling for eight (8) quarters will be completed as part of this scope of work shall include sampling of the existing 3 monitor wells with the following information collected and reported:

- Depth to groundwater.
- Local groundwater gradient.
- Collection of groundwater temperature, pH, and conductivity during purging of the wells to confirm stability has been reached.
- Analysis of groundwater samples for TPH(g) by EPA Method 8260, BTEX by EPA Method 8260 and fuel oxygenates MTBE and TBA by EPA method 8260 along with analysis for 1, 2-DCA and EDB.
- Appropriate disposal of investigation derived waste generated through the execution of this scope of work.
- Upload of laboratory data, GeoWell, and report of results (GeoReport) to GeoTracker.
- Delivery of one paper copy of each report to:
Richard Schwarz / Ralph Offermann
Merced County Department of Public Works
715 Martin Luther King Jr. Way
Merced, CA 95340.

3.1.2.2. Floating Free Product

- Free-phase product was not encountered in wells MW-1 and MW-2 utilizing a Solinst interface meter; additionally, free-phase product was not observed during well purging procedures. However, groundwater was approximately 2.5 feet above the screened intervals in wells MW-1 and MW-2 (drowned) and the absence of measurable and observable free product may not be accurate representations of site conditions; given the nature of free-phase petroleum to float on the water table.
- In November, 2012, concentrations of TPH-g and BTEX significantly increased in groundwater samples collected from well MW-1 compared

to the previous sampling event in August, 2012. TPH-g and BTEX concentrations in well MW-2 decreased slightly compared to the previous sampling event in August, 2012; and TPH-g and xylene concentrations, previously detected in samples from well MW-3, were not detected above laboratory reporting limits during the November, 2012 event. Additionally, no analytes were detected above laboratory reporting limits in the samples collected from well MW-3 during the November, 2012 sampling event.

- In November, 2012, MTBE and 1,2-DCA were detected in groundwater samples collected from wells MW-1 and MW-2 at maximum concentrations of 140 µg/l (MW-1) and 31 µg/l (MW-2), respectively.

3.1.2.3 Disposal of Investigation Derived Waste

Provide proper disposal of all waste products generated through the execution of this contract.

3.1.2.4 Compliance with all Applicable Laws and Regulations

Site assessment clean-up activities shall be in compliance with all applicable State, Federal, and local laws and regulations. Contractor shall obtain all required permits needed for lawful execution of work under this contract.

3.1.2.5. Warrants

The successful Bidder warrants that: it understands the currently known hazards of the activities described under the Scope of Work. It will conduct all activities described in the Scope of Work in full compliance with all governmental laws, regulations and orders. It will secure all permits necessary to the implementation and completion of the Scope of Work.

SECTION 2
INVITATION FOR BID CALENDAR AND CHECKLIST

1. **Calendar**

- | | |
|---|---------------|
| a. Availability of Invitation for Bid | May 21, 2013 |
| b. Submittal of Questions / Corrections – Section 3.2 | June 04, 2013 |
| c. Closing Date for Invitation for Bid – Section 3.3 | June 13, 2013 |

2. **Submittal Checklist**

- | | | |
|-----------------------|--------------|---------------|
| a. Signature Sheet | Attachment A | Section 3.1.a |
| b. Bid Cost Sheet | Attachment B | Section 3.1.a |
| c. Reference List | Attachment C | Section 3.4 |
| d. Subcontractor List | Attachment D | Section 4.18 |

SECTION 3
INSTRUCTIONS FOR SUBMITTING BIDS

1. Bid Submittal

- a. Bid must be submitted on the form(s) provided by and made available at the Office of the Merced County Department of Administrative Services-Purchasing, 2222 “M” Street, Room 1, Merced, CA 95340. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. All bids submitted must have signature sheet, (**Attachment A**) completed, dated, with firm's name and signed by a duly authorized officer of the firm.

The bid cost sheet, (**Attachment B**) to be completed, signed and returned with bid submittal.

Bids not submitted on the form(s) provided may not be considered by the Department of Administrative Services-Purchasing.

- b. All bids shall be presented under sealed cover, clearly identified on the outside to read:
- Name of the bidder
 - Address of the bidder
 - Subject of the Bid
 - Invitation for Bid Number
 - Bid Submittal Deadline Date
- c. Please submit **one (1) original signature hard copy** to be signed in blue ink (original copies marked as such) and **one (1) copy**.
- d. All bids shall remain firm for at least ninety (90) calendar days after Bid Submittal Deadline unless otherwise specified. Within ninety (90) calendar days after the Bid Submittal Deadline opening, a purchase order and/or a contract may be awarded by the County to the lowest responsible bidder, as it may deem proper in its absolute discretion. The time for awarding a purchase order and/or a contract may be extended at the sole discretion of the County, if required to evaluate bids or for such other purposes as the County may determine, unless the bidder objects to such extension in writing with their bid.
- e. All prices shall be bid F.O.B. DESTINATION only.
- f. Delivery dates of all items/services shall be specified on the bid.
- g. Mistakes must be corrected and the correction inserted; correction must be initialed in blue ink by the person signing the bid.
- h. Bidder shall be able to withdraw their bid at any time prior to the Bid Submittal Deadline. After bid submitted deadline, the bidder shall not be relieved of its bid without the consent of the County, nor shall any change in the bid be made because of a mistake. The County may allow a bidder to withdraw a bid because of a mistake only when the bidder

has notified the County in writing within five (5) work days following the bid opening, specifying in detail how the mistake occurred, and has established to the satisfaction of the County that: (1) a mistake was made; (2) the mistake made the bid materially different from what the bidder intended; and (3) the mistake was made in filling out the bid and was not due to an error in judgment nor to carelessness in inspecting the site nor in reading the plans or specifications.

- i. The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

2. **Interpretation, Corrections and Addenda**

The Bidder must carefully examine the specifications, terms and conditions provided in the Invitation For Bid and become fully informed as to the requirements set forth therein. If anyone planning to submit a bid discovers any ambiguity, conflict, discrepancy, omission or error in the bid, has any questions in relationship to the requirements as specified in Section 1, or any other related matters, they shall immediately notify the contact person as shown on the "Cover Sheet" of such concern in writing and request clarification or modification of the document(s) no later than the deadline as set forth herein:

Deadline for submission of questions: **Tuesday, June 4, 2013**

No further requests for clarification or objections to the bid will be accepted or considered after this date. Any change in the bid will be made only by written addendum, issued by the Department of Administrative Services-Purchasing Division to each firm in receipt of the Invitation for Bid and shall be incorporated in the bid.

The Bidder shall sign and date the addendum and submit same with the bid. **Any oral communication by the County's designated contact person or any other County staff member concerning this proposal is not binding on the County and shall in no way modify this proposal or the obligations of the County or any Bidders.**

The Bidder may FAX, E-mail or mail the contact person as shown on the "Cover Sheet".

All inquiries shall be directed to the designated County staff person as shown. Contact with any other County personnel or any undue "badgering" of such County personnel by the Bidder is prohibited. Failure to comply with this request may be considered cause for disqualification of your bid.

3. **Bid Submittal Deadline**

The bid must be received in the Merced County Department of Administrative Services - Purchasing by 4:00 P.M. local time on **Thursday, June 13, 2013**. For the purposes of this bid, the time specified will be as defined by the Date/Time machine in the Office of the Department of Administrative Services-Purchasing, 2222 "M" Street, Room 1; Merced, California 95340. **BIDS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

Without law or policy to the contrary, if the bidder took reasonable steps to submit the bid in due time, and failure of the bid to be on hand at the time of closing was not the result of negligence or other fault of the bidder, but was the result of negligence by the County, the County reserves the right to accept such bid.

4. References

Provide a list of at least three (3) three customer references (**Attachment C**), which you have sold or are currently selling similar items/services. Include the company's name; the name, title, and telephone number of a contact person; the dollar amount of the contract; and the dates that these items/services were completed.

5. Specific Compliance

All bidders will be required to abide by all applicable Federal and State laws and regulations.

6. Acceptance Test

Upon receipt of written notification of the completion of the delivery of the items/services called for under this bid, County, at its option, may conduct a fifteen (15) work day on-site acceptance test. The acceptance test of the items/services will be conducted for the purpose of demonstrating, that, in County's sole opinion that such items/services performs in accordance with the manufacturer's specifications.

In the event the items/services do not successfully pass the acceptance test, County shall notify the successful bidder, in writing, specifying in reasonable detail in what respects the items/services failed to perform. Seller shall immediately correct any deficiencies, disclosed by the acceptance test. County may repeat the fifteen (15) work days test again until the items/services have successfully passed the acceptance test.

In the event that the items/services fail to pass the acceptance test within sixty (60) calendar days of the date that the notification of the completion of the delivery of the items/services are received, County shall have the option of immediately terminating any purchase order issued as a result of this bid without financial liability or penalty of any kind, or, with mutual agreement the parties may continue the acceptance testing. The option to terminate any purchase order issued as a result of this bid, as aforesaid, shall remain available to County during any mutually agreed to continuation of the acceptance test after the aforesaid sixty (60) calendar day period. If County elects to termination any purchase order issued as a result of this bid, the successful bidder shall refund all monies received from County up to the period of termination, within thirty (30) calendar days from receipt of written termination by County.

7. Merced County Business License

Prior to the issuance of any purchase order and/or the performance of any contract derived from this bid, the successful bidder and its subcontractors shall be required to maintain a Merced County Business License in accordance with the County of Merced Ordinance No. 1705, "An Ordinance Establishing a requirement for a Business License and Temporary Business License and/or persons operating in the unincorporated areas of Merced County (www.caed.merced.ca.us).

It is the intent of the Board of Supervisors of the County of Merced to authorize that no person shall maintain, conduct, or carry-on a business, whether or not for profit, located in whole or in part at a fixed place of business within the County and outside the limits of any incorporated city, without first obtaining a license to operate as provided under the County of Merced Ordinance No. 1705.

**SECTION 4
GENERAL TERMS AND CONDITIONS**

1. Bid Rejection/Waiver of Informalities

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE BID AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS.

The County's decision shall be final. The County's waiver of an immaterial defect shall in no way modify the bid documents or excuse the bidder from full compliance with its specifications if the bidder is awarded the bid.

2. Bonding Requirements

If required, before execution of the contract with the successful bidder by the County, the successful bidder shall file with the County the necessary bonds satisfactory to the County in the amounts and for the purposes noted. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in California and secured through an authorized agent with an office in California. The successful bidder shall pay all bond premiums, costs and incidentals.

3. Condition of Equipment Bid

If equipment is proposed, it is to be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated under this bid.

4. Brand Names

Manufacturers' brand names and model numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the item. Offers for equal items must state the manufacturers brand and model number, or level of quality. The determination of the Department of Administrative Services-Purchasing as to what items are equal is final and conclusive. When manufacturer's brands, model numbers or level of quality is not stated by bidder, the offer will be considered exactly as specified.

5. Payments, Invoicing and W-9 Certification Form

Invoices in triplicate, shall be mailed or delivered to the County Department whose name and address shall appear in the "INVOICE TO" section of any purchase order and/or contract as a result of this bid.

In addition to the itemized invoice(s) submitted by the successful bidder for payment, the successful bidder must also complete and submit a Form W-9, "Request for Taxpayer Identification Number and Certification", (www.irs.gov/pub/irs-pdf/fw9.pdf) to the County. Both invoice(s) and W-9 form shall be forwarded to the County at the address indicated in the purchase order and/or contract. Upon approval by the County, the sum due hereunder shall be paid to the successful bidder within thirty (30) calendar days following acceptance pursuant to Section "Acceptance Test", and receipt of a proper invoice(s).

6. Delivery Hours

Delivery will be accepted from 9:00 a.m. to 4:00 p.m., Monday through Friday.

7. Damage of Items

All damages pursuant to items received by County due to the successful bidder's negligence shall be the responsibility of successful bidder to replace.

8. Alternate Bids

Alternate bids may be considered at the discretion of the County if alternate bids are called for in this bid. County will be the final authority to accept or reject an alternate bid.

9. Cash Discount

In connection with any cash discount specified on this bid, time will be computed from the date of the complete delivery of the items/equipment as specified, or from date correct invoices are received in the County department requesting such items/equipment, whichever is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.

10. Pricing

Unless otherwise provided, the items/services stated herein will not be subject to any price increase from the date of acceptance of bid to the date of termination/extension as stated herein. If the successful bidder established prices for any items/services listed herein is decreased during the term of this bid, then such discounts/ reductions in price shall be immediately applicable so that County may have benefit of such lower prices.

11. Risk of Loss

The successful bidder shall bear risk of loss until goods have reached the final F.O.B. Destination point. Thereafter, County shall bear risk of loss.

12. Prior to Shipment

While the successful bidder has risk of loss, the successful bidder agrees, at its own expense, to procure and carry suitable fire, and extended coverage insurance on material, work-in-process and any furnished items which comprise or will eventually comprise the Piece-of Equipment. The amount to be insured shall be the actual replacement value of said material, work-in-process and furnished items. Such insurance shall provide a loss payable clause in favor of the successful bidder as its interest may appear.

13. F.O.B. Point

F.O.B. Destination to include inside delivery to:

**MERCED COUNTY
VARIOUS LOCATIONS**

14. Examination of Bid Documents

All bidders shall carefully examine the specifications herein and must fully inform themselves of the conditions and requirement of the items/services to be furnished. Failure to do so will be at bidder's own risk and cannot secure relief on the plea of error, or dispute, or question such specifications and the directions explaining or interpreting them.

Should a bidder find discrepancies in, or omissions from, the specifications, or should he/she be in doubt to their meaning, he/she shall at once notify the County's Department of Administrative Services-Purchasing. Notification is to be in written form and must be submitted at least seven (7) work days prior to the Bid Submittal Deadline. Any interpretations by the County will be made in written form. Any change in requirements will be done in the form of a written addendum. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding upon the County.**

All other questions should be directed to the buyer shown on the "Cover Sheet" of this Invitation for Bid (IFB).

15. Request for Changes

The County reserves the right to order in writing changes in the bid or alterations, additions, or omissions at any time prior to acceptance of the items/services without voiding the bid, and the successful bidder shall comply with such order. The successful bidder may also request changes in the bid, but no work will be performed on such changes until the request is approved in writing by the County. Such changes shall be performed in accordance with the original bid requirements except as modified by an amendment. Except as herein provided, the successful bidder shall have no claim for any other compensation due to changes in the work.

Any changes or deviation from the contract made without authority in writing from the County's Department of Administrative Services-Purchasing will be at the bidder's own risk. No such changes shall be made nor adjustment in compensation granted unless the successful bidder receives an executed amendment prior to making the changes.

16. Insurance

Prior to the commencement of work, and as a precondition to this contract, Contractor shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Contractor shall provide a certificate of insurance and endorsements naming County as an additional insured on each policy. The insurance carrier shall be required to give County notice of termination at least 10 days prior to the intended termination of any specified policy. Each certificate of insurance shall specify if Contractor has a SIR, and if so, Contractor shall be required to provide the entire policy of insurance with which it has a SIR and/or deductible.

a. Requirements and Limits:

1. Commercial General Liability: \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured using ISO form CG2026, as to any liability arising from the performance of any contract resulting from this proposal.
 2. Automotive Liability: \$1,000,000.00 per accident for bodily injury and property damage, or split limits of \$500,000.00 per person/\$1,000,000.00 per accident for bodily injury and \$250,000.00 per accident for property damage.
 3. Compensation Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000.00 per accident, the policy shall be endorsed to waive the insurer's subrogation rights against the County.
 4. Professional Liability: \$1,000,000 limit per occurrence and \$2,000,000 annual aggregate limit covering bidder's wrongful acts, errors, and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.
- b. Insurance Conditions.
1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County's Risk Manager.
 2. Each of the required policies, noted above, shall be endorsed to provide the County with thirty (30) calendar days prior written notice of cancellation. Additionally, the policies shall also be endorsed by the insurance company (not the agent) to modify the policies to include Merced County, its officers, agents, and employees as additional insured. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of successful bidder to furnish insurance during the term of the contract.
 3. These requirements assume that standard insurance policy forms, terms, and conditions will apply to cover the expected risk exposures for the intended "Scope of Work". Additional qualifying policy conditions or special endorsements may be specified in the contract depending on the final "Scope of Work" agreed on by County and the successful bidder. Insurance questions may be directed to the Department of Administrative Services-Purchasing for response from the County's Risk Manager.

17. Qualification of Bidder

The County may make such investigation as it deems necessary to determine the ability of the bidder to provide the services requested herein, and the bidder shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any bid should the evidence submitted by, or investigation of, the bidder fail to satisfy

the County that such bidder is properly qualified to carry out the obligations of the bid and to complete the requirements contemplated therein.

18. Subcontracting

Any bidder using a subcontractor(s) must clearly explain the use of the subcontractor(s) and list the name(s) and address(es) of the subcontractor(s) providing work under this bid. (**Attachment D**) The successful bidder will be fully responsible for all work performed under this bid and will be considered as the Prime Contractor. Any subcontracting, or other legal arrangements made by the bidder are the sole responsibility of the bidder. Any contract that is entered into between the successful bidder and the subcontractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work.

19. Default

In the event the successful bidder who is awarded a purchase order and/or contract resulting from this bid shall be in breach or default, the County may procure the items/services from other sources and may deduct from any monies due, or that may thereafter become due to the successful bidder, the difference between the price named in the purchase order and/or contract and actual cost thereof to the County. Prices paid by the County must be considered the prevailing market price at the time such purchase is made. These rights and remedies shall not be exclusive but in addition to any other rights and remedies provided by contract law. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Department of Administrative Services-Purchasing.

20. Cancellation of Purchase Order and/or Contract

The County may terminate any purchase order and/or contract derived from this bid as follows:

- a. WITHOUT CAUSE at any time by giving thirty (30) calendar days written notice to the successful bidder.
- b. WITH CAUSE (Default) at any time by giving ten (10) calendar days written notice to the successful bidder. Cancellation for cause shall be at the discretion of the Department of Administrative Services-Purchasing and shall be, but is not limited to, failure to supply the items, materials, equipment or services specified within the time allowed or within the terms, conditions or provisions of this bid.

The successful bidder may not cancel any purchase order and/or contract derived from this bid, without prior written consent of the Department of Administrative Services-Purchasing.

21. Rejection of Bid

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE BID, AND ALSO TO WITHHOLD AWARD FOR A PERIOD OF NINETY (90) CALENDAR DAYS FROM DATE OF BID OPENING.

22. Nondiscrimination

- a. During the performance of this bid, bidder and any sub-bidders shall not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, marital status, age, medical condition (cancer related), physical handicap (including AIDS), or sexual orientation. Equal employment extends, but is not limited to recruitment, compensation, benefits, layoff, termination, and all other conditions of employment. Bidder and sub-bidders shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Bidder and sub-bidders shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code and incorporated into this contract by reference and made a part hereof as if set forth in full.
- b. Bidder and any sub-bidders shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. Bidder shall include the nondiscrimination and compliance provisions of the clause in all subcontracts to perform work under the contract.
- d. Bidder shall grant access by representative of the Department of Fair Employment and Housing and the County upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or County shall require to ascertain compliance with this clause.

23. Non-discrimination of the Disabled

The County will not aid or perpetuate discrimination against a qualified disabled individual by funding as an agency, organization, or person that discriminates on the basis of handicap in providing aid, benefit, or service to beneficiaries of the program or activity. The County is committed to provide access to all County services, programs, and meetings open to the public for people with disabilities.

In this regard the County and all of its vendors and bidders will take all reasonable steps to ensure that disabled individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

24. Governing Law and Venue

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

25. Taxes

Sales Tax should be shown separately on the bid form, when and where indicated. The County is exempt from Federal Excise Tax and should not be included in your bid. If your company is outside California and collects sales tax, please state the amount as a separate item if the County is to remit the tax.

26. Samples

Samples of items, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

27. Liabilities

The bidder shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all actions brought against the County or bidder because of the unauthorized use of such items.

28. Indemnification

Contractor has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, County, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Contractor.

Contractor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Contractor, its agents, subcontractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of County. This duty shall arise at the first claim or allegation of liability against County. Contractor will on request and at its expense, defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

SECTION 5
AWARD OF BID

An evaluation team shall validate and evaluate all bids received. All requirements identified in this bid must be satisfied in order to ensure that a bid will qualify for consideration.

1. Lowest Responsive Bidder

Although competitive pricing is essential in the award of this IFB, consideration shall be given, but not limited to:

- a. Lowest responsive bidder.
- b. The ability of the Bidder to comply with Terms and Conditions set forth herein.
- c. The ability of the Bidder to comply with the Specifications or Scope of Work set forth herein.

2. Lowest Responsible Bidder

- a. The quality and performance of the supplies/equipment to be provided by the bidder;
- b. The ability, capacity and skill of the bidder to perform the contract or accomplish the transaction within the time specified, without delay;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of bidder's performance on previous purchases by, or contracts with, the County;
- e. The ability of the bidder to provide future maintenance, repair parts and services for the supplies/equipment provided;

3. Award

The County reserves the right to:

- a. Award bids received on the basis of individual items/services, or groups of items/services, or on the entire list of items/services;
- b. Reject any or all responses, or any part thereof;
- c. Waive any informality in the bids;
- d. Accept the bid that is in the best interest of the County. The Department of Administrative Services-Purchasing's decision shall be final;

An evaluation of the bidder's ability, quality, and performance as set forth under Section 5.1, "Most Responsive Bidder" and Section 5.2, "Lowest Responsible Bidder", of this bid, will be used in addition to total cost as a basis of award for any ensuing contract.

4. Notice of Intent to Award

A “Notice of Intent to Award” will be sent to all participating Bidders upon conclusion of validation and evaluation of all bids submitted. This “Notice of Intent to Award” will be sent to all participating Bidders by U.S. postal mail, facsimile, and/or email.

5. Debriefing

A debriefing shall be held before the award of the Contract upon the timely request of an unsuccessful Bidder for the purpose of receiving information concerning the evaluation of the Bidder’s bid response. The request must be in writing, dated, signed either by the Bidder or a legally authorized individual on behalf of the Bidder and be received by the County’s Department of Administrative Services-Purchasing Division at 2222 “M” Street, Merced, California 95340 within three (3) working days following the County’s U.S. postal mail, email, or facsimile of the “Notice of Intent to Award”. Each requesting Bidder will be allotted a maximum of one hour for any debriefing conference. The information provided by the County will be based on the evaluators’ determinations of your company’s submitted bid as it relates to the evaluation criteria as stated herein above. The debriefing may be held, in the discretion of the County, by telephone conference call. The debriefing is not the forum to challenge the bid’s specification, requirements, or the selection criteria. The debriefing procedure provided herein to all requesting and unsuccessful Bidders to the County’s Invitation For Bid is the exclusive and sole remedy and means of receiving information upon the respective Bidder’s evaluation and preliminarily challenging of the award.

6. Protest

The protest process is made available in the event that an unsuccessful Bidder cannot reach agreement with the County after undergoing the debriefing process described herein above. Should an unsuccessful Bidder request a debriefing, and believes its submittal to be the most responsive to the County’s Invitation For Bid and that the County has incorrectly selected another Bidder for award, the appealing Bidder may submit a protest of the selection as described below:

All protests must be made in writing, dated, signed by the Bidder or an individual authorized to sign Contracts on behalf of the protesting Bidder, and contain a statement of the reason(s) for protest; citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Bidder must provide facts and evidence to support the protest.

Protest(s) to County’s notification to award must be sent either by U.S. mail, postage prepaid, or by personal delivery to:

County Executive Officer
County of Merced
2222 “M” Street
Merced, California 95340

All protests in relationship to the County’s intended award decision must be received by the County Executive Officer no later than seven (7) working days following the County’s U.S. postal mail, facsimile, or email of the “Notice of Intent to Award” to the Bidder.

7. Protest Procedures

A Bidder protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a “Letter of Intent to Protest”, the Bidder has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Bidder under this procurement. Upon exhaustion of this remedy no additional recourse is available with the County of Merced.

Upon receipt of the formal protest, the County Executive Officer, or his/her designee, will attempt to resolve the protest. If the protest has not been resolved, the Bidder will have an opportunity to address the Board of Supervisors stating their concerns. The decision of the Merced County Board of Supervisors constitutes the final step of the Bidder’s administrative remedy. A protest shall be disallowed when, in the judgment of the County Executive Officer, or his/her designee, or County Board of Supervisors, it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the protester advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

In the event that a protesting Bidder does not appear at the protest hearing as scheduled by Merced County, the protest will be disallowed.

EXHIBIT 1
COUNTY OF MERCED
DPW GENERAL INSTRUCTIONS

1. Examination of Site:
Each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowances from the contract sum will be made because of lack of such examination.
2. Materials:
All materials shall be new and of merchantable grade, free from defect. No substitutions shall be permitted from the original specifications unless bidder obtains prior approval. If the item proposed differs from these specifications, bidder shall present specific explanation of functioning and structural characteristics for those details which differ from the specifications listed herein.
3. Taxes, Permits and Fees:
The Contractor shall pay for and include all Federal, State, and local taxes, direct or indirect, upon all materials; and take out and pay all fees and charges for permits and licenses unless otherwise specified.
4. Damage to Existing Work:
Damage to existing construction, equipment, planting, etc., by the Contractor, in the performance of his work, shall be replaced or repaired and restored to original condition by the Contractor.
5. Coordination of Work:
All work schedules, actual work and payment request shall be coordinated through, inspected by and approved by the Department of Public Works, Professional Services Division prior to scheduling of project so that any interruption to the normal business operation be kept to a minimum.
6. Inspection:
All material and workmanship shall be subject to inspection, examination and test by the County at any time and all times during which manufacture and/or construction are carried out. The County shall have the right to reject defective material and workmanship or require its correction.
7. Supervision:
The contractor shall give efficient supervision to the work, using therein the skill and diligence for which he is remunerated in the contract price. He shall carefully inspect the site and study and compare all drawings, specifications, and other instructions as ignorance of any phase of any of the features or conditions affecting the contract will not excuse him from carrying out its provisions to its full intent.
8. Safeguards:
The Contractor shall provide, in conformity with all local codes and ordinances and as may be required, such temporary walls, fences, guardrails, barricades, lights, danger signs, enclosures, etc., and shall maintain such safeguards until all work is completed.

9. Clean-up:
The Contractor shall, at all time, keep the premises clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.
10. Guarantee:
The Contractor shall issue his written guarantee to maintain such work for a period of one (1) year from date of acceptance and shall be responsible for the correction of any failure that is the result of defect in materials or workmanship.

EXHIBIT 2
Merced County
Department of Public Health
Division of Environmental Health
Local Oversight Program
Minimum Monitoring Well Sampling Requirements

October 2011

General: The following minimum standards are required for all sampling events within Merced County at subsurface contamination sites managed by the Division of Environmental Health's LOP Program. These minimum standards are effective May 1, 2003 for most projects, but may be made effective immediately for high priority projects. These standards cover sampling from monitor wells and where applicable direct push boring techniques.

Sampling: Monitor wells shall not be sampled within 48 hours of development. Shallow monitor wells with less than 30 feet of standing water, shall be purged a minimum of 3 well volumes and until parameters of pH, electrical conductivity (EC), and temperature have stabilized. "Stabilization" shall be defined as 3 successive readings, with a minimum of 1 purge volume between readings, with pH not varying within +/- 0.1 unit, EC varying less than +/- 10%, and temperature within 0.6 degrees C. **NO-PURGE MONITOR WELL SAMPLING WILL NO LONGER BE APPROVED.** Deep monitor wells with more than 10 feet of standing water may be micropurged until meeting the above definition of "stabilization". Purge volume between readings for deep monitor wells shall be a minimum of 3 minutes of continuous pumping. Dissolved oxygen (DO) measurements, when made, shall be completed after purging. Purging will be executed in such a manner as to minimize the introduction of air into the water being sampled. Shallow monitor well DO measurements may be made with either a DO probe in the well (cord length permitting) or with a flow cell probe. Deep monitor wells shall utilize a flow cell probe for DO measurements. Low yield monitor wells that do not recover rapidly after one purge volume shall be purged and then allowed to recharge to 80 percent of initial water column height and then sampled.

Calibration of Field Instruments: pH and EC measuring instruments shall be calibrated, at a minimum, prior to each day's field sampling event. EC and pH instruments shall be calibrated for both zero and span. Field data sheets shall indicate date and time of calibration as well as standard value and calibrated value (standard value corresponds to value of standard one is calibrating the instrument to and calibrated value is the indicated measurement on the instrument after calibration). If instruments cannot be calibrated, then sampling event will be rescheduled to a date and time when instruments are functioning properly. Time and date of last DO meter calibration will be supplied on field data sheets. Recommended time interval for DO meter re-calibration shall also be included on data sheets. Include field instrument calibration procedures in work plan submittals.

Dissolved Oxygen Meters: Field dissolved oxygen meters shall be designed to measure DO with a minimum accuracy of +/- 0.1 ppm over a 0-20 ppm range with automatic temperature compensation. DO meters shall have the ability to be calibrated or have calibration verified. Re-calibration, calibration, membrane replacement, and probe replacement shall be completed within the interval recommended by the manufacturer. DO measurements shall be reported in parts per million (ppm).

Personnel Protective Equipment: sampler shall wear clean disposable gloves during collection of samples.

Decontamination of Equipment: Procedures for decontamination of reusable sampling equipment shall be included in work plan submittals. Equipment such as well sounders shall be decontaminated immediately prior to use and shall be decontaminated before use at additional monitor wells.

Sample Blanks: Trip blanks and field blanks will be utilized for all sampling events. Trip blanks shall be carried from the source laboratory to the field and back to the laboratory. Field blanks shall be deionized or distilled water samples collected in the field at the time of sample collection.

Monitor Well Inspection: Monitor well sampler's will be responsible for inspecting the condition of each monitor well at the time of sampling. Inspection will include:

- Is the well positioned such that wash water or storm water will drain into monitor well street box (vault)?
- Is the cement/bentonite seal continuous to the street box?
- Is a locked, watertight cap installed at the top of the monitor well?
- Is the cover to the street box intact and are all bolts still fully tightenable?
- Is there petroleum contamination within the street box?

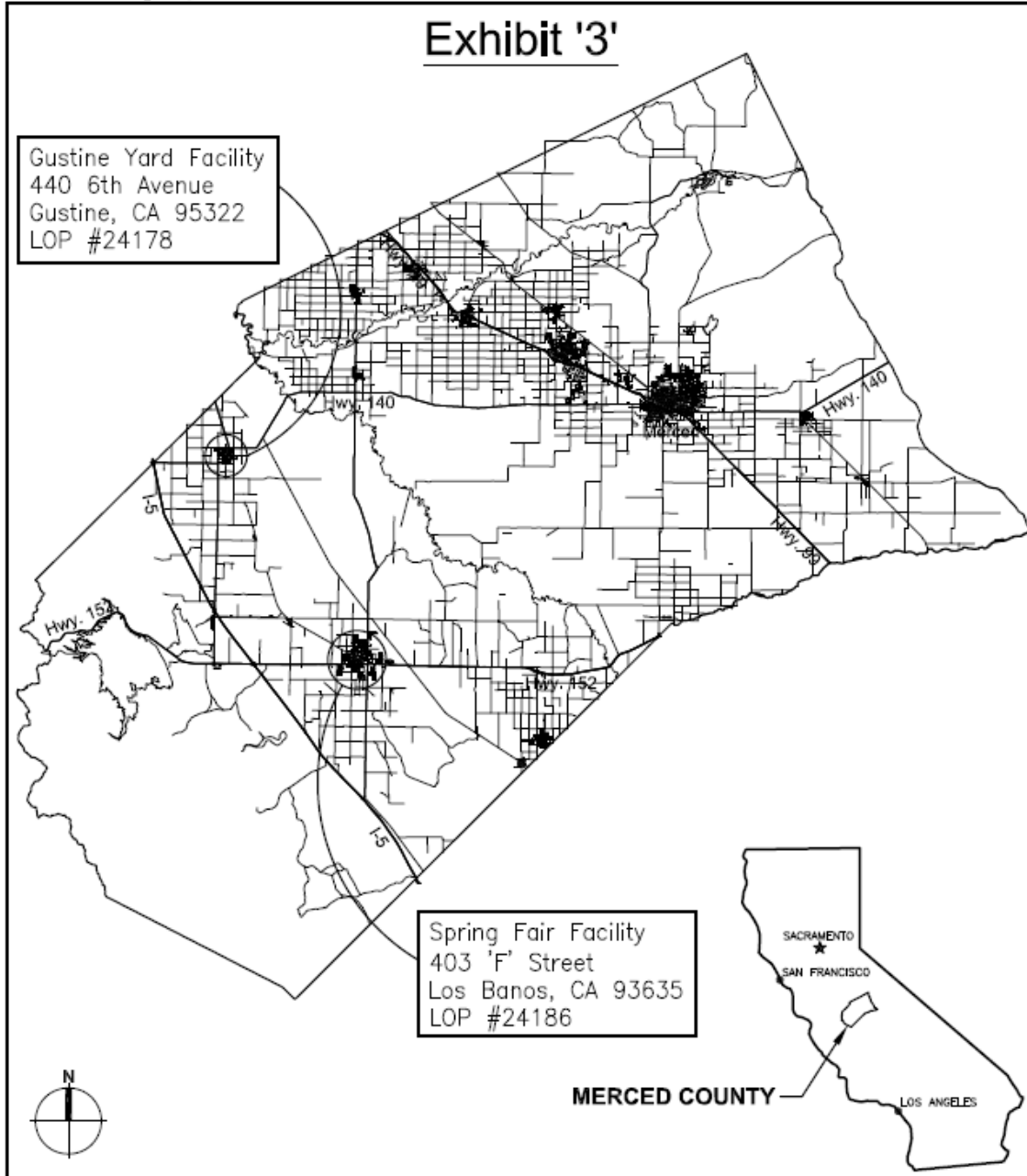
Deficiency of any of these items will be noted on the sampling log and the responsible party shall be notified that corrective work needs to be undertaken. A letter shall be sent to the Merced County LOP administrator within 10 days of the discovery of any deficiencies. Corrective action to repair the deficient condition shall be carried out within 45 days of discovery. If Merced County personnel identify the deficiency to the responsible party, they will have 45 days to correct the condition.

Contained Purge Water: Purge water generated during sampling shall be contained and disposed of in an appropriate manner. Purge water stored in sealed containers at the site shall be in labeled containers. Labels shall contain the following minimum information: contents of container, company or individual responsible for disposal of material, address of company or individual, phone number of company or individual, date material placed in container, and site LOP number. Purge water will be removed from site within 90 days of collection. Unmarked drums or drums that have been on-site for more than 90 days will be removed from site within 30 days of written notification.

Internal Combustion Engines: Where possible, water samples shall be collected away from tailpipes of operating motor vehicles or other engine driven devices. Other protective measures or purging equipment shall be used to minimize cross contamination when collecting samples near engine exhausts.

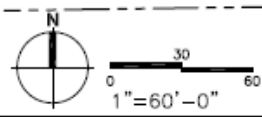
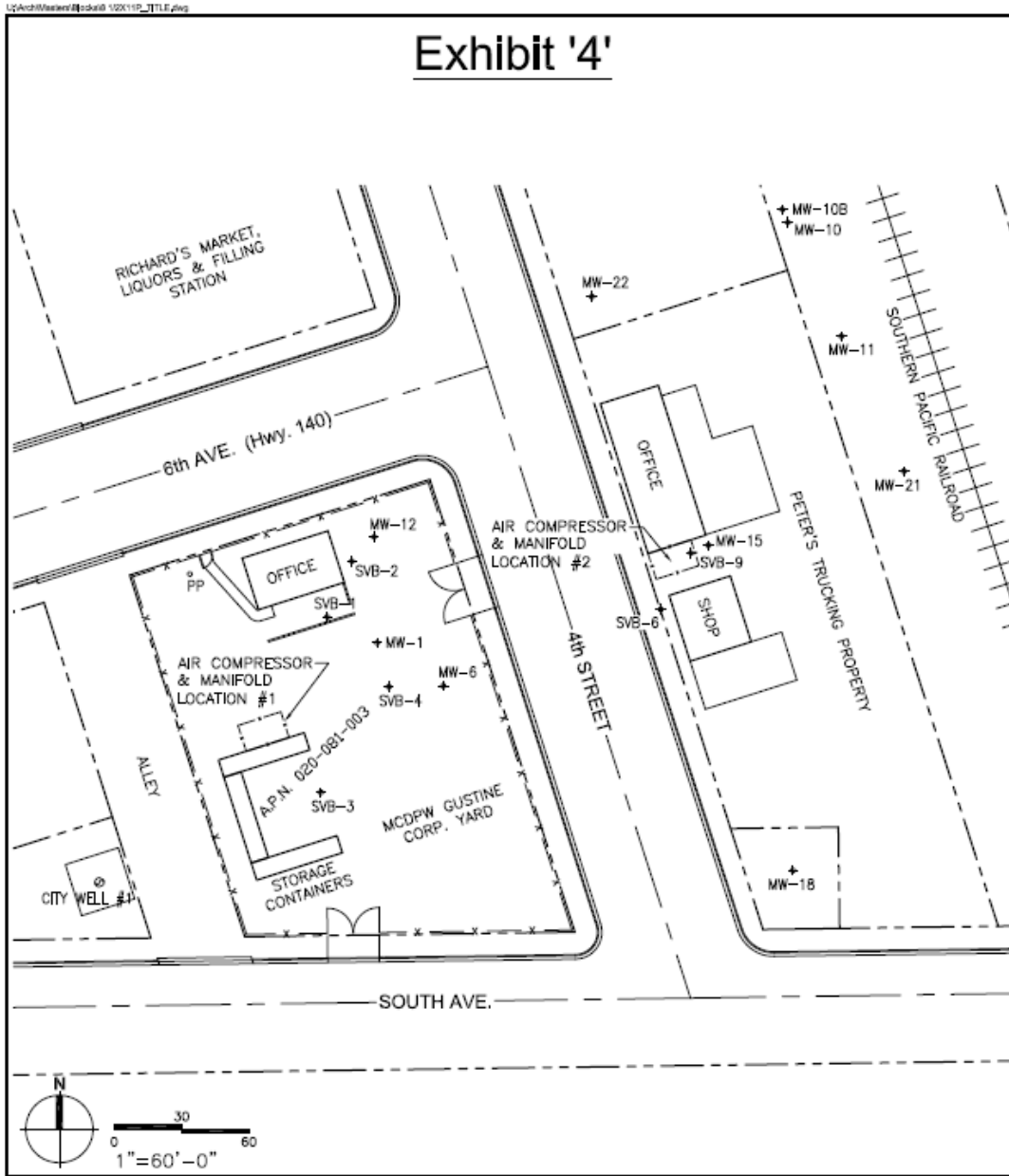
**EXHIBIT 3
MERCED COUNTY LOP VICINITY MAP**

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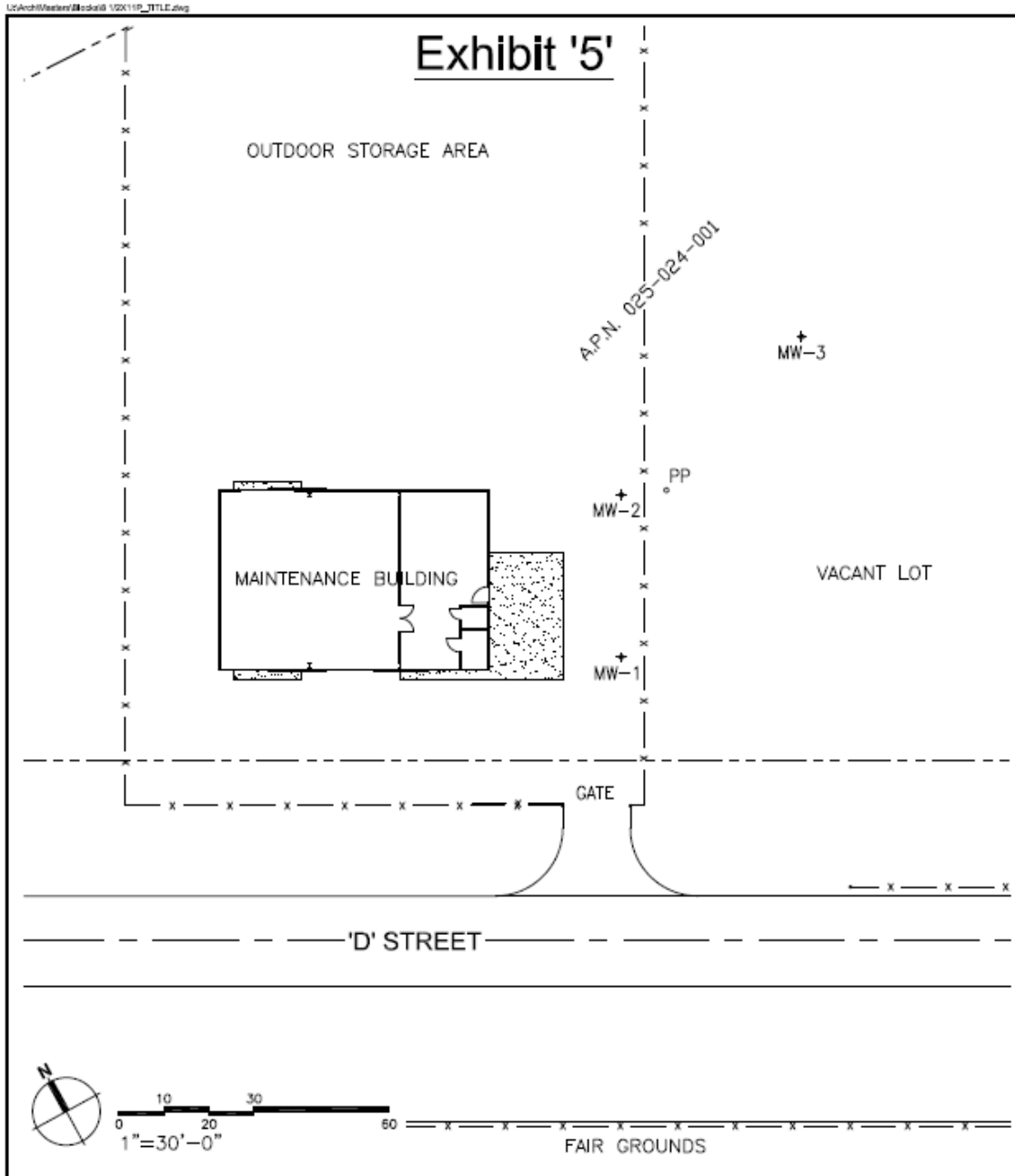
 MERCED COUNTY	<small>DRAWING TITLE</small> Merced County LOP Vicinity Map	<small>DATE:</small> 04/30/2013
	<small>PROJECT NAME</small> Merced County Remedation System Monitoring On Two Separate Sites	<small>REV.</small> -
	MERCED COUNTY DEPARTMENT of PUBLIC WORKS Professional Services Division <small>715 Martin Luther King Jr. Way Merced, California 95340-6041 Phone: (209) 385-7801 Fax: (209) 722-7890</small>	<small>SHEET NO.</small> 1 <small>OF</small> 1 SHEETS
<small>JOB NO.:</small>		

**EXHIBIT 4
GUSTINE CORPORATION YARD MONITOR WELL LOCATION PLAN**



	DRAWING TITLE	Monitor Well Location Plan-LOP #24178	DATE:	04/30/2013
	PROJECT NAME	Gustine DPW Maintenance Yard 440 6th Avenue, Gustine, CA 95322	REV.	
	MERCED COUNTY DEPARTMENT of PUBLIC WORKS Professional Services Division 715 Martin Luther King Jr. Way Merced, California 95340-6041 Phone: (209) 385-7801 Fax: (209) 722-7890		SHEET NO.	1
JOB NO.:			OF	1 SHEETS

**EXHIBIT 5
LOS BANOS SPRING FAIR MONITOR WELL LOCATION PLAN**



	DRAWING TITLE	Monitor Well Location Plan-LOP #24186	DATE:	04/30/2013
	PROJECT NAME	Los Banos Fair Grounds - DPW Maintenance Yard 394 'D' Street, Los Banos, CA	REV.	
	MERCED COUNTY DEPARTMENT of PUBLIC WORKS Professional Services Division <small>715 Martin Luther King Jr. Way Merced, California 95340-8041</small>		SHEET NO.	1
JOB NO.:	Phone: (209) 385-7801	Fax: (209) 722-7890	OF 1 SHEETS	

**ATTACHMENT A
SIGNATURE SHEET**

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

Name of Individual/Company: _____

Business Address: _____

Telephone No.: _____ Fax No.: _____

County Business License No. _____ Expiration Date: _____

Professional License No. _____ Expiration Date: _____

State Business License No. _____ Expiration Date: _____

Signature of Authorized Official: _____

Name/Title of Authorized Official: _____

E-Mail: _____

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

**ATTACHMENT B
BID COST SHEET**

I/We agree that the prices stated herein will be firm for ninety (90) calendar days from the Bid Submittal Deadline.

Item No.	Description	Unit Price	Price	Total
01	<p>LOP 24178 Gustine Corporation Yard 440 Sixth Avenue, Gustine, Merced, CA Services to be Performed:</p> <p align="right">Unit Price Price</p> <p>1. Complete 8 quarters of groundwater sampling at 10 existing monitor wells and submit quarterly reports* a. TPH (g) analysis by EPA Method 8015 _____/ea. b. TPH(d) analysis by EPA Method 8015 _____/ea c. BTEX by EPA Method 8021 _____/ea</p> <p>2. Monthly sampling w/PID of (6 ea) soil vapor wells _____/mn. _____</p> <p>3. Complete 8 quarters of soil vapor sampling at 6 existing soil vapor wells and submit quarterly reports* a. TO-3 analysis for TBEX and TPH (g) _____/ea.</p> <p>4. Operation and maintenance of 2 existing 'bio-sparge' Systems for 24 months. _____/mn. _____</p> <p>5. Quarterly reporting* of status of 'bio-sparge' system operation. _____/qtr. _____</p> <p>6. Disposal of contaminated material generated during _____/qtr. _____</p> <p>7. Required Geo Tracker uploads. _____/qtr. _____</p> <p>8. Other costs required to complete the Statement of Work that are not listed above. _____</p> <p>9. Add Alternate: Provide and install one (1) additional air sparge well, one additional shallow ground water monitoring well and one (1) additional soil vapor probe. _____</p> <p align="right">Total of Above</p> <p>* Quarterly reporting of groundwater sampling, soil vapor sampling, and bio-sparge system operation may be combined into one report. If reports are combined, distribute cost of this activity among the 3 line items above.</p>			

I/We agree that the prices stated herein will be firm for ninety (90) calendar days from the Bid Submittal Deadline.

**LOP 24186
Los Banos Spring Fair
360 D Street, Los Banos, CA**

Services to be Performed

Unit Price

Price

- | | | |
|---|-------------|-------|
| 1. Complete 8 quarters of groundwater sampling at three existing monitor wells and submit quarterly reports | _____ /qtr. | _____ |
| a. EPA Method 8015 groundwater analysis | _____ /ea. | |
| 2. Floating free product removal and disposal | _____ /qtr. | _____ |
| 3. Surveying of existing monitor well locations | | _____ |
| 4. Disposal of contaminated liquids generated during | _____ /qtr. | _____ |
| 5. Required GeoTracker uploads. | _____ /qtr. | _____ |
| 6. Other costs required to complete the Statement of Work that are not listed above. | | _____ |

Total of Above

GRAND TOTAL

Date: _____ **Signature:** _____

**ATTACHMENT C
REFERENCE LIST**

1) NAME: _____

ADDRESS: _____
 P.O. Box/Street City State Zip

CONTACT PERSON/TITLE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

DOLLAR AMOUNT OF CONTRACT: _____

DATE AND SERVICES PROVIDED: _____

2) NAME: _____

ADDRESS: _____
 P.O. Box/Street City State Zip

CONTACT PERSON/TITLE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

DOLLAR AMOUNT OF CONTRACT: _____

DATE AND SERVICES PROVIDED: _____

3) NAME: _____

ADDRESS: _____
 P.O. Box/Street City State Zip

CONTACT PERSON/TITLE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

DOLLAR AMOUNT OF CONTRACT: _____

DATE AND SERVICES PROVIDED: _____

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

ATTACHMENT D
SUBCONTRACTOR LIST

SUBCONTRACTOR NO: 1 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

SUBCONTRACTOR NO: 2 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

SUBCONTRACTOR NO: 3 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

SUBCONTRACTOR NO: 4 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

SUBCONTRACTOR NO: 5 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID