



Request For Proposal

Arvada Test Well Services

Scope of Work:

The City of Maize is requesting proposals for installing a test well and performing pumping services. See attached Description of Work in Exhibit A. There is a Primary Service and an Alternate Service bid. All Bids are to be submitted on supplied Bid Forms below.

Proposal Submission Deadline:

Bids will be accepted until August 4th, at 10:00 AM CDT. Bids will be presented to City Council on Monday, August 17th, 2026.

Project Timeline:

Work to be completed within 30 days after issuance of Notice to Proceed. Work will be coordinated with the City of Maize to provide the least amount of disruption to the site as possible and it will be started and completed between August 7th, 2026 and November 1st, 2026.

BID DOCUMENTS
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ADVERTISEMENTS FOR BIDS

Owner: City of Maize

Address: 10100 Grady Avenue, P.O. Box 245, Maize, Kansas 67101

Combined sealed BIDS for Arvada Test Well Services will be received by the Owner at City Hall, 10100 Grady Avenue, Maize, Kansas 67101 until 10:00 AM CDT, August 4th, 2026. The PROJECT is briefly described as follows:

Arvada Test Well Services

The BIDDING DOCUMENTS may be examined at the following locations:

City Hall, 10100 Grady Avenue, Maize, Kansas 67101

Maizeks.gov/departments/finance/bids.php

INSTRUCTIONS TO BIDDERS

BIDS will be received by the City of Maize (the "OWNER"), at City Hall, 10100 Grady Avenue, until 10:00 AM, August 4th, 2026. Bids will be publicly opened and read aloud at that time.

Each BID must be submitted in a sealed envelope and addressed to the City of Maize. Each sealed envelope containing a total not-to-exceed BID should bear on the outside the name of the BIDDER, their license number if applicable and the name of the PROJECT (Arvada Test Well Services) for which the BID is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City of Maize, P.O. Box 245, Maize, Kansas 67101.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The CITY may waive any informalities or minor defects or reject any BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified will not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening of BIDS. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the CITY and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. The BIDDERS must visit the site and become aware of the nature of the site conditions prior to submitting the BID. Upon award of the contract, the CONTRACTOR will not be granted additional compensation regarding time or money for conditions which the CONTRACTOR may have been informed of during an inspection of the site. Any items of work in the plans that are not quantified shall be subsidiary to other associated items of work that are quantified. After the BIDS have been submitted, the BIDDER cannot assert that there was a misunderstanding concerning the quantities of WORK or of the nature of work to be done.

The NOTICE TO PROCEED will be issued after August 7th, 2026. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such a period, the time may be extended by mutual written agreement between the CITY and the CONTRACTOR.

The CITY may make such investigations as the OWNER deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER must furnish to the CITY all information and data for this purpose as the CITY may request. The CITY reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the CITY that the BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

The total not-to-exceed BID PRICE for the PROJECT will be the primary factor in selecting the CONTRACTOR. The CITY reserves the right to make an award based upon the greatest benefit to the CITY and not necessarily on the lowest not-to-exceed BID PRICE for the PROJECT. The CITY also reserves the right to waive information on minor defects.

The CITY may reject any bid or all the BIDS for any reason or no reason.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT will apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing in no way relieves any BIDDER from any obligation in respect to their BID.

The successful BIDDER, within five days of receiving a request, will supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the CITY.

Questions should be directed to Nick Vestering, Public Works Director at 316-722-4854, or nvestering@maizeks.gov.

BID FORMS

This Bid is submitted to: The City of Maize

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the PROJECT not-to-exceed total price and within the Contract Time indicated in this Bid and in accordance with the terms and conditions of the Contract Agreement.
2. BIDDER accepts all the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for sixty calendar days after the day of Bid opening.
3. BIDDER agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Section 2 of the Agreement within 30 working days of the day the Notice to Proceed is issued.
4. BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive working day after the date of completion as provided in Section 2 of the Construction Agreement.
5. This project is sales tax exempt.
6. The following are attached to and made a condition of this Bid:
 - a. A tabulation of Subcontractors, suppliers, and other persons and organizations required to be identified in this Bid.
 - b. Required BIDDER's Qualification Statement with supporting data.
7. In submitting this Bid. Bidder acknowledges receipt of the following addenda:

SUBMITTED on _____, 20_____.

The project bid document below must be filled out and submitted with other bid documents.

Bidder agrees to perform all Work described in the Agreement for the following unit prices or lump sum.

Item No.	Description	Quantity	Unit	Unit Price	Extension
GROUP A – Primary Services					
1					
	TOTAL				
Group B – Alternate Services					
2					
	TOTAL				
SUBTOTAL					
NOT-TO-EXCEED BID TOTAL					

PROJECT NOT-TO-EXCEED TOTAL: \$ _____

THE BIDDER IS:

A Individual

By _____

(SEAL)

(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____

(SEAL)

(Firm Name)

(general partner)

Business address: _____

Phone No.: _____

A Corporation

By _____

(Corporation Name)

(state of corporation)

By _____

(name of person authorized to sign)

(Title)

(Corporate Seal)

Attest _____

(Secretary)

Business address: _____

Phone No.: _____

LLC OR Other legal entity

By _____

(Name)

(Address, Email and Phone Number)

By _____

(Name of person who has authority to bind the entity)

NOTICE OF AWARD

TO: _____

ADDRESS: _____

PROJECT DESCRIPTION: Arvada Test Well Services

You are notified that your BID dated _____, for the above Contract has been considered. You are the apparent successful BIDDER and have been awarded a contract for Arvada Test Well Services

The Project not-to-exceed total price of your contract is: \$ _____

Three copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Electronic copies of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions by _____ 2026:

1. You must deliver to the OWNER three fully executed counterparts of the Agreement including all of the Contract Documents. Each of the Contract Documents must bear your signature on the cover page.
2. You must deliver with the executed Agreement and certificate of insurance as specified in the Instructions to Bidders, General Conditions, and Construction Agreement.

DATED THIS _____ DAY OF _____ 2026.

City of Maize

OWNER

BY: _____

TITLE: _____

AGREEMENT TO DRILL AND PUMP ONE TEST WELL

This Agreement to Drill and Pump One Test Well (the "Agreement") is entered into on _____, 2026, between the City of Maize, Kansas, a municipal corporation (the "City") and _____, (the "Contractor").

RECITALS

A Bid, in response to a Request for Bids to drill and pump one test well, was submitted to the City by the Contractor.

The Bid contained one bid amount for primary services and a second bid amount for alternative services.

The Contractor's bid for primary services/alternate services was determined to be the lowest responsible bid, which the City accepts subject to terms and conditions set forth in this Agreement.

TERMS

Section 1. The "Contract Documents" consist of this Agreement and the documents listed in Section 10 of this Agreement. The documents listed in Section 10 are incorporated by reference in this Agreement.

Section 2. The Work.

(a) The Work will consist of drilling, constructing, and pumping one test well as is more particularly described in **Exhibit A** which is attached to this Agreement. The test well will be located within the Arvada 2nd Addition to the City,

(b) The Contractor shall furnish all labor, supervision, equipment, materials, products, tools, transportation and incidentals necessary to complete the Work in accordance with the Contract Documents.

Section 3. Contract Time. The Work will be completed within 30 Workdays from the issuance of a notice to proceed by the City. "Workdays", for the purpose of this Agreement, means days City offices are open for business. Liquidated damages will be assessed to the Contractor at the rate of \$ _____ 500 _____ for each Workday the Work is not completed starting 31 Workdays after the notice to proceed was issued.

Section 4. Contract Sum.

(a) The City shall pay the Contractor for satisfactory completion of the Work, the sum of _____ Dollars (\$ _____).

(b) Payment. The Contractor will submit an invoice for payment of Work performed when the Work to be performed is completed. The City will pay the Contractor within 30 days of receipt of the invoice for payment, unless the City determines the Work is not completed. Notice to the Contractor that the Work has not been completed must be provided within 15 days of receipt of the invoice.

Section 5. Hold Harmless. The Contractor holds the City harmless against all suits, claims, damages, and losses for injury to persons or property, including attorney's fees, arising from, or

caused by errors, omissions, or negligent acts of the Contractor, its agents, servants, employees, officers, or subcontractors occurring in the performance of Work under this Agreement.

Section 6. Insurance. The Contractor will maintain the following insurance coverage until two years following the date of final completion of the Work.

(a) *Worker's Compensation And Employer's Liability.* This policy shall include an "all states" endorsement. The policy will cover claims for injury, disease and/or death of employees arising out of and in the course of their employment. The liability limit shall be not less than the statutory amount for worker's compensation and not less than \$500,000 for each occurrence for the employer's liability coverage. Officers who will be on the Work site shall be included and covered under the worker's compensation liability insurance policy.

(b) *Comprehensive General Liability.* This policy covers Premises Operations, XCU Hazards When Applicable, Products/Completed Operations, Broad Form Property Damage And Contractual Liability with minimum limits as follows:

Bodily Injury Liability – each occurrence	\$500,000
Bodily Injury Liability – aggregate	\$500,000
Property Damage Liability – each occurrence	\$500,000
Property Damage Liability – aggregate	\$500,000

(c) *Comprehensive Automobile Liability.* All owned, non-owned, and hired vehicles with minimum limits as follows:

Bodily Injury Liability – each accident	\$500,000
Property Damage Liability	
OR	
Bodily Injury and Property Damage Liability (combined single limit) – each accident	\$500,000

(d) The Insurance Certificate must contain the following:

- (i) Statement that the Contractual Liability includes the Liability of the City assumed by the Contractor in the Contract Documents.
- (ii) Cancellation - should any of the above policies be cancelled before the expiration date thereof, the issuing company will mail ten days' written notice to the certificate holder.

(e) Certificates of insurance shall be furnished to the City Clerk before this Agreement is issued.

Section 7. Governing Law. This Agreement is governed by the laws of the State of Kansas. Any lawsuit arising from this Agreement must be brought in a court of law located in Sedgwick County, Kansas.

Section 8. Representatives.

(a) The City's representative is:

Nick Gregory, City Manager
City of Maize, Kansas
10100 Grady Avenue
P.O. Box 245 (mailing)
Maize, KS 67101
Telephone: 316-722-7561
Email: ngregory@maizeks.gov

(b) The Contractor's representative is:

Neither the City's representative nor the Contractor's representative may be changed without at least ten days' written notice to the other party.

Section 9. Notice to Proceed. The Agreement will be submitted to the Contractor within five working days of the date the Agreement has been approved by the City Council and signed by the Mayor. The City will issue to the Contractor a notice to proceed with the Work within five working days of the date the Contractor submits this Agreement signed by the Contractor and submits a certificate of insurance that complies with Section 6 of this Agreement.

Section 10. Contract Documents. The Contract Documents comprising the entire agreement between the City and the Contractor concerning performance of the Work consist of the following:

- This Agreement
- Bid documents submitted to the City by the Contractor
- Exhibit A – Description of Work
- Exhibit B – DA-146a Additional Contract Provisions required by the State of Kansas

In case of conflict between the Contract Documents listed above, the order of precedence is:

1. This Agreement
2. Exhibit A – Description of Work
3. Bid documents submitted to the City by the Contractor
4. Exhibit B – DA-146a Additional Contract Provisions required by the State of Kansas

Section 11. Waiver of Subrogation. The Contractor waives all rights of subrogation against the City, its agents, employees and engineers. The waiver applies to any claims, demands or causes of action that may arise out of or are related to the Work, regardless of the cause or origin of such claims. The Contractor agrees that this waiver is fully effective as permitted by law and will be included in all subcontracts and contracts with third parties related to the Work.

Section 12. Miscellaneous Provisions.

(a) **No Assignment.** The Contractor shall not assign, transfer, or otherwise convey any of its rights, interest or obligations under this Agreement to any third party without the prior written consent of the City; provided, however, the Contractor may engage subcontractors to perform portions of the Work under this Agreement. Subcontracting of work does not relieve the Contractor of its obligations under this Agreement. In addition, monies that may become due and monies that are due may not be assigned without consent of the City.

(b) The City and the Contractor each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives with respect to all covenants, agreements and obligations contained in this Agreement.

(c) **Independent Contractor.** The relationship of the parties is that of independent contractors. Neither party shall be deemed to be the agent or partner or fiduciary of the other, and neither is authorized to take any action binding upon the other.

(d) **Cash Basis Law, Budget Law and Other Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Case Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935) and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement, the City reserves the right to unilaterally sever, modify or terminate this Agreement at any time if, in the opinion of its legal counsel, this Agreement may be deemed to violate the terms of such laws.

(e) **Waiver.** Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by the City shall not constitute a waiver.

(f) **Force Majeure.** No party shall be held liable if the failure to perform under this Agreement arises out of causes beyond the control of the party. Causes may include, but are not limited to, acts of nature, fires, tornadoes, pandemics, quarantine, strikes other than by the party's employees, and freight embargoes.

(g) **No Third-Party Beneficiary.** It is not intended by any of the provisions of any part of this Agreement to create a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for damages under the terms and provisions of this Agreement.

(h) **Waiver of Claims for Consequential Damages.** The Contractor and the City waive claims against each other for consequential, incidental or indirect damages arising out of or relating to this Agreement. This mutual waiver includes, but is not limited to:

(i) damages incurred by the City for rental expenses; for loss of use; loss of profits; loss of financing, business and reputation; and loss of management or employee productivity or the services of such person; and

(ii) damages incurred by the Contractor for principal office expenses including, but not limited to the compensation of personnel stationed in such principal office; for loss of financing, business and reputation; for loss of profit except anticipated profit arising directly from construction; loss of business opportunity; and any other similar damages.

This waiver applies to all claims, whether in contract, tort (including negligence) or otherwise, and is intended to be broadly construed to limit the liability of both parties to direct damages.

(i) **Mandatory Contractual Provisions.** House Bill 2116, adopted during the 2026 Legislative Session, mandates that contract provisions prescribed by the Kansas Department of Administration in Form DA-146a, as amended, must be included in any contract entered into by cities of the second or third class. A copy of the contract provisions in DA-146a are attached to this Agreement as **Exhibit B**.

This City and the Contractor have signed this Agreement as of the date written below.

CITY OF MAIZE, KANSAS

By _____
Pat Stivers, Mayor
Date signed: _____

ATTEST:

By _____
Martha Pennington, City Clerk

(Insert name of Contractor)

By _____
Printed name: _____
Title: _____
Date signed: _____

APPROVED AS TO FORM:

By _____
Tom Powell, City Attorney

EXHIBIT A

DESCRIPTION OF WORK

PRIMARY SERVICES:

Provide all labor, supplies, equipment, and materials to drill, construct, and pump one 4" test well. In general, this Work includes:

- Drill and collect lithologic samples from one (1) test boring from land surface to shale bedrock utilizing a bit with a minimum nominal diameter to a total depth of approximately 225 feet.
- Reaming of test hole and construction of one (1) four-inch diameter PVC test well
- Perform a minimum of 6 hours of test well development
- One 8-hour Constant Rate pumping test at a target rate of 75 gallons per minute (gpm) or the maximum sustainable rate for that duration as determined during well development.
- Well head completion consists of a concrete pad, and lockable steel protective casing.

The test production well will be used to provide preliminary design information to a new municipal well by characterizing potential well design and water quality.

The test boring and production well will be drilled at a location selected by the City of Maize on property near the intersection of 119th Street and 37th Street within the Arvada housing development in Maize, Kansas.

ALTERNATE SERVICES:

Provide alternate pricing for supplies, equipment, and materials to drill, construct, and test one six-inch diameter PVC test well:

- Drill and collect lithologic samples from one (1) test boring from land surface to shale bedrock to a total depth of approximately 225 feet.
- Reaming of test boring and construction of one (1) six-inch diameter PVC test well.
- Perform a minimum of 6-hours of test well development.
- Complete a 6-hour duration variable rate test.
- Conduct a 24-hour constant rate step test at a target maximum rate of 300 gpm or the maximum sustainable rate for that duration as determined during variable rate testing.
- Well head completion consists of a concrete pad, and lockable steel protective casing.

The test production well will be used to provide preliminary design information to a new municipal well by characterizing potential well design and water quality.

The test boring and production well will be drilled at a location selected by the City of Maize on property near the intersection of 119th Street and 37th Street within the Arvada housing development in Maize, Kansas.

REFERENCES:

American Water Works Association (AWWA):

- A100 - Standard for Water Wells.

- C654 - Disinfection of Wells.

American Society for Testing Materials (ASTM):

- D5092 - Practice for Design and Installation of Ground Water Monitoring Wells in Aquifers.
- D5521 - Guide for Development of Ground Water Monitoring Wells in Granular Aquifers.
- F480 - Thermoplastic Well Casing Pipe and Couplings Made in Standard Dimension Ratios (SDR), Schedule 40 and Schedule 80.

U.S. Environmental Protection Agency (EPA):

- "Manual of Water Well Construction Practices," U.S. EPA, Office of Water Supply.

Kansas Department of Health and Environment (KDHE):

- K.A.R Article 30 Construction Regulations for Public Water Supply and Reservoir Sanitation Zone Wells.

NSF International (NSF):

- 61 – Drinking Water System Components – Health Concerns.

SUBMITTALS:

Prior to test drilling or well construction activities, submit details and dimensions of proposed test boring and well construction, including but not limited to:

- Proposed test boring bit diameter and final borehole size for construction of test well
- Proposed diameter, wall thickness, and slot size of screen and casing.
- Proposed gravel pack size and gradation and method of placement.
- Proposed grout material and method of placement.

After construction, submit "as-constructed" information including the length and depth of installed casing, dimensions of well pad, and grout plug for each well.

Submit a report of the work performed including number of wells completed, amount of casing set, and amount of materials utilized.

QUALITY ASSURANCE:

A. Method of Well Construction:

1. All drilling activities will be completed using direct mud rotary drilling
2. Constructed of commercial well screen and gravel pack design.
3. Contractor shall notify City of Maize at least 72 hours in advance of commencing work and indicate the number and type of drilling rigs to be used.
4. Except when specifically authorized, no drilling, sampling, or field tests shall be made unless City of Maize or a City of Maize representative is present.
5. All casing and screen connection joints shall be commercially manufactured and watertight.
6. PVC glue, or other adhesives, and threaded joint tape will not be used when drilling or constructing wells.
7. All water used during drilling activities shall be sourced from a potable source of supply that complies with EPA primary drinking water standards.

B. Contractor's Equipment, Supplies and Services:

1. Any water well contractor involved in the construction of the water supply wells or test borings shall possess a valid water well contractor's license issued by the Kansas Department of Health and Environment (KDHE).
2. After review by City of Maize, contractor shall submit all required water well completion logs and drilling record forms to the KDHE or applicable state agency.
3. City of Maize may observe Contractor's equipment or supplies at the drilling Site or elsewhere. If such equipment or supplies, or any part thereof, is not, in City of Maize's

opinion, sufficient or satisfactory for the purpose of meeting requirements of these specifications, Contractor will be notified in writing and will be given a specific period of time within which to meet City of Maize requirements. If Contractor fails to comply within the time limit specified, well drilling, construction, and testing operations may be suspended until the requirements are satisfied.

C. Geologic Samples:

1. Collect geologic samples at a minimum of 5-foot intervals and at each change in material encountered during test boring drilling operations.
2. Samples within 10 vertical feet of the test well screen zone will be bagged, collected, and stored onsite by the contractor to prevent washout of fine materials or contamination during the drilling process.

PRODUCTS AND WELL CONSTRUCTION:

A. Well Casing:

1. Materials will consist of new PVC Schedule 40 or Schedule 80 pipe with a minimum diameter of sufficient strength to withstand natural and construction stresses.
2. Fabrication of materials will conform to KDHE standards and will consist of commercially manufactured watertight joints.
3. Connection of inner casing to well screen will be in accordance with casing and screen manufacturer recommendations.
4. Casing shall be extended to a minimum of three feet above land surface and fitted with a watertight seal upon completion of pumping tests.

B. Well Screens:

1. Furnish a commercially manufactured slotted well screen, the use of torch cut, saw cut, or on site manufacture of screens will not be accepted.
2. Sections of screen may be separated throughout zones of fine grain material by lengths of casing pipe or by "zero-slot" wound screen sections.
3. Well screen slots shall be sized to retain a minimum of 90% of the selected gravel pack.
4. The screen type, diameter, size of screen opening, spacing, location and placement of screens with respect to water bearing formation, shall be designed by Contractor and submitted to City of Maize for approval prior to final test well construction.
5. Contractor shall have a minimum length of 60 feet of screen available in 10 feet sections to allow for variable placement of screen and casing at intervals to match encountered aquifer conditions.

C. Well Filter (Gravel Packing):

1. Material used for construction of the gravel wall around the well casings and screens shall be clean, well-rounded particles of silica gravel free from silt, dust, and other foreign matter.
2. Contractor will select the size of the gravel with reference to the character and effective size of the water bearing formation to be packed to ensure the free flow of water into the well while maintaining a low flow velocity to prevent sand from being carried into the test well.
3. Disinfect gravel pack in accordance with KDHE regulations.
4. The size and gradation of gravel proposed for use for the well filter shall be designed by Contractor and submitted to City of Maize for approval prior to the well construction.

D. Well Grouting:

1. Place cement grout in the annular space by tremie pipe method between the bore hole walls and the casing to a depth of at least 60 feet below ground surface, and as required to isolate the aquifer from the surface and comply with KDHE and other state and local regulations.
2. Placement of grout shall be completed in a manner that prevents vertical migration of grout into the gravel pack or screened zone of the well. Up to 10 feet of bentonite seal may be utilized to prevent migration of grout into the gravel pack or screened zone of the well.
3. Grout shall be placed in a manner that prevents vertical migration of flow between aquifer layers as indicated by significant thickness of separating clay units.

E. Test Boring:

1. Drill at a rate which will permit collection of representative samples.
2. Drill test boring plumb with a minimum nominal diameter of 4.675 inches.
3. Test borings are expected to be completed at the specified depth of the water supply test well. Total depth may vary depending on the depth to the bottom of the aquifer.
4. Circulating drilling fluids shall be fresh potable water which complies with all EPA primary drinking water standards and drilling mud or as approved by City of Maize.
5. Obtain lithologic samples at 5-foot intervals throughout the boring and at each change of material encountered.
 - Collect samples from the return fluids discharging to the mud discharge pit and only from the pit itself at the direction of City of Maize on-site representative.
 - Stop drill bit and circulate the hole clean of cuttings at the discretion of City of Maize.
 - Place cuttings in sample containers and label with Boring number or designation, Depth of sample, Date of drilling, Job name, Project No.
6. All lithologic samples collected shall be retained for potential sieve analyses as determined by City of Maize until Project is complete.
7. Perform sieve analysis of lithologic samples collected from the screened interval
 - Samples shall be analyzed utilizing a minimum of a 7-point sieve analyses and include at a minimum the standard US Sieve Sizes No.4, No.8, No. 16, No. 30, No. 50, No. 100, and No. 200.
 - It is estimated there will be a minimum of twelve (12) sieve samples for analyses.
 - Provide City of Maize with one copy of all sieve analyses performed.

F. Test Well Development:

1. Furnish all necessary pumps, compressors, plungers, bailers, or other needed equipment and develop test well by approved methods necessary to:
 - Give the maximum yield of water per foot of drawdown.
 - Extract from the water-bearing formations the maximum practical quantity of such silts and sands as may, during the life of the well, be drawn through the screen when the well is pumped under maximum conditions of drawdown.
 - Use of chemical surfactants allowed as approved by City of Maize, to break down drilling mud.
2. Submit proposed methods of development to City of Maize for approval before they are used in the development of the well.
3. Prior to pumping tests, measure depth to the bottom of the well and remove any material. The well shall be measured after completion of pumping tests and any accumulation of material reported to the City of Maize and removed from the well.

4. It is not intended that these Specifications should give a full description of all development procedures that may be required.
5. Contractor shall perform work in accordance with accepted development practices and all governing state agency requirements.
6. Develop test well as necessary until the water produced has a turbidity not greater than 10 NTU
7. Direct discharge water from development and test pumping into a drainage ditch or natural drainage course as approved by City of Maize and regulating agencies.

WELL PUMPING TESTS

Description of Pumping Tests:

- Pumping tests shall consist of the following:
 - Step Continuous Method.
 - Constant Rate Method.
- Prior to starting each test, monitor the water level for a minimum of 8 hours.
- Equipment:
 - Provide test pumping units of the capacity specified for the pumping tests, with an electrical supplied prime mover of ample power, controls, and appurtenances capable of operating uninterrupted for the duration specified for the well tests.
 - Furnish a gate valve and all necessary discharge piping of sufficient length and size to discharge into a drainage ditch or natural drainage course as approved by the Owner and regulatory agencies.
 - Furnish, install, and maintain equipment of approved size and type for measuring the flow of water, such as weir boxes, orifices, or water meters.
 - Provide a water level sounding pipe extending from the surface to near the pump bowls.
 - The pipe shall be PVC, not less than 1 inch in diameter, and be accessible for water level sounding measurements during the pumping tests.
 - Measurements shall be made by approved methods consisting at a minimum of electric water level tape and a data logging electronic transducer.
 - The test pump shall have its intake at least 5 feet below the estimated lowest pumping level.

Variable Rate Pumping Tests:

- The variable rate step test shall be conducted prior to the 24-hour constant rate test.
- Prior to commencing the test, water level measurements shall be made at least hourly in the production well until water level is essentially stable.
- Step-test the well at rates of approximately 75, 125, 200, 250, and 300 gpm.
- Each step shall be for a period of 60 minutes, provided the pumping rate is properly adjusted in the first 5 minutes of the step.
- Tests in which the pumping rate is not properly adjusted in the first 5 minutes shall be discontinued and shall commence again after the water level in the well has stabilized.
- Record water level measurements for 1 hour after the pump is stopped after the final step.
- The complete test is estimated to require approximately 6 hours.
- Measure and record the pumping rate and water level throughout the test. Measure water levels in the well to the nearest 0.01 foot with an electronic water level meter and a calibrated data logging transducer.
- Pressure transducers and computerized data loggers should be used in coordination with manual water level measurements. Automatic data logger measurements should be

- collected at a minimum of every 30 seconds on a linear measurement scale.
- Manual water level measurements shall be collected at the following minimum time intervals after the pump is started or stopped for each step: 0.5, 1, 2, 3, 5, 7, 10, 15, 20, 25, 30, 40, 50, and 60 minutes, and at 15 minute intervals thereafter.

Constant Rate Test:

- Prior to commencing the test, make and record water level measurements at least hourly in the production well for a minimum of 8 hours.
- The pumping rate shall be equal to the maximum rate that can be sustained for a period of 24-hours based on the step test results. The constant rate test shall be conducted for approximately 24 hours unless otherwise directed by the City of Maize.
- Upon commencement of the constant rate test measure and record water levels. Measure water levels in the well to the nearest 0.01 foot.
- Pressure transducers and computerized data loggers may be used for water level measurement and recording. Measurements should be collected on a linear scale with a maximum interval of 1 minute.
- Manual measurements shall be collected in the pumped well at the following minimum time intervals: 0.5, 1, 2, 3, 5, 7, 10, 15, 20, 25, 30, 40, 50, 60, 75, 90, 105, 120, 150, 180, 210, and 240 minutes, and at 1 hour intervals thereafter.
- Continue collecting water level recovery measurements after the pump is stopped at the same time intervals for 8 hours or until the water level in the well has recovered by 90% of the drawdown.
- The pump shall be equipped with backflow prevention and is not be removed from the well until after water level recovery measurements are complete.
- City of Maize reserves the right to continue monitoring water levels in the pumped well for up to 48 hours after the test, using City of Maize's own personnel and Contractor's equipment.
- Remove by bailing, sand pumping, or other approved methods, any sand, stones, or other foreign material that may have been deposited in the well during the test.
- City of Maize reserves the right to perform other tests simultaneously with the pumping tests which aid in the design of wells, such as flowmeter tests or collection of water quality samples. Contractor shall assist City of Maize in preparation and performance of the tests by making flowmeter accessible and ensuring test pump wellhead is equipped with a hose bib for water quality sample collection.

TEST WELL COMPLETION:

- Install a 10-inch protective steel casing extending three (3) feet above and four (4) feet below the ground surface, equipped with a locking hinged steel cap.
- Drill a 1/8-inch diameter vent hole in the protective steel casing three (3) inches above the well pad.
- Fill the annular space between the well casing and the steel protective casing with filter sand to a point two (2) inches below the top of the well casing.
- Install a 4-foot diameter concrete well pad, six (6) inches thick, centered on the well casing and sloping away from the well casing 1/4-inch per foot.

ABANDONMENT OF FAILED BORINGS OR WELLS

- If Contractor fails to drill the test boring, test well, or place casings to depths specified by City of Maize, or should abandon the well because of loss of tools, faulty construction, or other

- causes within the control of Contractor, the abandoned well shall be filled with cement grout in accordance with state regulations at no additional cost to Owner.
- B. Contractor shall remove salvageable casings and equipment and move to a new Site, as directed by City of Maize. The additional drilling required to reach the same depth in a new hole that was penetrated in the abandoned hole shall also be at no additional cost to Owner.
 - C. Materials salvaged from the first well may be used in the replacement well at the discretion of City of Maize.

EXHIBIT B

State of Kansas

Department of Administration DA-146a (Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of 20_____.

Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act {K.S.A. 75-6101, *et seq.*}.

Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such

acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Acceptance of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision **will** be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Representative's Authority to Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

Responsibility for Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*

The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

EXHIBIT C

