



**INVITATION FOR BID
IFB #13-1205CD
SWWRF DEEP INJECTION WELL REHABILITATION**

Manatee County, a political subdivision of the State of Florida, (hereinafter the "County") will receive sealed Bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Florida or authorized to conduct business in the State of Florida.

NON-MANDATORY INFORMATION CONFERENCE

In order to insure that all prospective Bidders have sufficient information and understanding of the County's needs, an Information Conference will be held on: **Thursday, March 14, 2013 at 11:00 AM** at the **Manatee County Utilities, Cortez Road Booster Station, 11840 Cortez Road West, Bradenton, Florida 34202.** Attendance is not mandatory, but is highly encouraged.

NOTE: **Article B.05 Inspection of Site (page 00020-2)** – All potential Contractors, it is mandatory that a site visit be performed at each location to familiarize yourselves with the full scope of the construction site.

DEADLINE FOR CLARIFICATION REQUESTS: **March 20, 2013 at 3:00 PM**
(Reference Bid Article A.06)

TIME AND DATE DUE: **March 28, 2013 at 3:00 PM**

Important Note: Lobbying is prohibited (reference Bid Article A.08).

FOR INFORMATION CONTACT:

Chris Daley- CPPB, Contract Specialist
(941) 749-3048, Fax (941) 749-3034

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Manatee County Financial Management Department
Purchasing Division

AUTHORIZED FOR RELEASE: 

Table of Contents
IFB #13-1205CD

00010 Information to Bidders.....	00010-1-9
00020 Basis of Award.....	00020-1-2
00030 Terms and Conditions.....	00030-1-9
00100 Bid Summary	00100-1-4
00150 Manatee County Local Preference	00150-1-4
00300 Bid Form	00300-1-2
00430 Contractor's Questionnaire	00430-1-4
00491 Certification Form	00491-1-2
00500 Form of Agreement.....	00500-1-6
00700 General Conditions	00700-1-20
Mailing Label	1
Contract Documents	64 pages

SECTION 00010
INFORMATION TO BIDDERS

A.01 OPENING LOCATION

These Bids will be **publicly opened** at **Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205** in the presence of County officials at the time and date stated, or soon thereafter. All Bidders or their representatives are invited to be present.

Any Bids received after the stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have their Bid **delivered to the Manatee County Purchasing Division** for receipt on or before the stated time and date. If a Bid is sent by **U.S. Mail**, the Bidder shall be responsible for its timely delivery to the Purchasing Division. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the respondent's request and expense.

A.02 SEALED & MARKED

One original and two copies of your **signed Bid** shall be submitted in one **sealed** package, clearly marked on the outside **"Sealed Bid #13-1205CD- SWWRF Deep Injection Well Rehabilitation"** with your company name.

Address package to: Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

A.03 SECURING OF DOCUMENTS

Complete individual copies of the Bidding documents for the project and/or products can be obtained, free of charge, at the Manatee County Public Works Department, 1022 26th Avenue East, Bradenton, FL 34208; (941) 708-7450, extension 7327 or 7334. Documents may be obtained between the hours of 8:00 AM and 4:00 PM Monday through Friday, with the exception of holidays. Complete set of the Bidding document must be used in preparing Bids. The County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of Bidding documents.

A.04 BID DOCUMENTS

Bids on <http://www.mymanatee.org>, Bid documents and the Notices of Source Selection related to those Bids are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids." You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the Owner's web page if you do not have it.

A.04 BID DOCUMENTS (Continued)

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

Manatee County may also use an internet service provider to distribute Bids. A link to that service, <http://www.DemandStar.com>, is provided on this web site under the Tab "DemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the Notice of Source Selection seven (7) calendar days prior to the effective date of the Award.

IT IS THE RESPONSIBILITY OF EACH CONTRACTOR, PRIOR TO SUBMITTING THEIR BID, TO CONTACT THE MANATEE COUNTY PURCHASING DIVISION (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR BID .

A.05 MODIFICATION OF BID SPECIFICATIONS

If a Bidder wishes to recommend changes to the Bid specifications, the Bidder shall furnish in writing, data and information necessary to aid the Owner in evaluating the request to modify the specifications. The Owner is not obligated to make any changes to the Bid specifications. Unless an addendum is issued, the Bid specifications shall remain unaltered. **Bidders must fully comply with the Bid specifications, terms, and conditions.**

A.06 DEADLINE FOR CLARIFICATION REQUESTS

March 20, 2013 at 3:00 PM shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to the Manatee County Purchasing Division.

This deadline has been established to maintain fair treatment for all potential Bidders, while maintaining the expedited nature of the Economic Stimulus that the contracting of this Work may achieve.

A.07 CLARIFICATION & ADDENDA

Each Bidder shall examine all Invitation for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids shall be made through the Manatee County Purchasing Division. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The

A.07 CLARIFICATION & ADDENDA (Continued)

issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this Invitation for Bid, the County will broadcast the addenda on the DemandStar distribution system to "Planholders" on this web service, and post the documents on the Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button and then clicking on the "Bids" button. It shall be the responsibility of each Bidder, prior to submitting their Bid, to contact Manatee County Purchasing (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their Bid.

A.08 LOBBYING

After the issuance of any Invitation for Bid, prospective Bidders, or any agent, representative or person acting at the request of such Bidder shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bid with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Invitation for Bid. This prohibition includes the act of carbon copying officers, agents or employees of Manatee County on email correspondence. This requirement begins with the issuance of an Invitation for Bid, and ends upon execution of the final Contract or when the invitation has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code of Law Chapter 2-26.

A.09 UNBALANCED BIDDING PROHIBITED

Manatee County recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the County such variation does not appear to be justified, given Bid specifications and industry and market conditions, the Bid will be presumed to be unbalanced. Examples of unbalanced Bids will include:

1. Bids showing omissions, alterations of form, additions not specified or required conditional or unauthorized alternate Bids.
2. Bids quoting prices that substantially deviate, either higher or lower, from those included in the Bids of competitive Bidders for the same line item unit costs.
3. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

A.09 UNBALANCED BIDDING PROHIBITED (Continued)

In the event the County determines that a Bid is presumed unbalanced, it will request the opportunity to, and reserves the right to, review all source quotes, Bids, price lists, letters of intent, etc., which the Bidder obtained and upon which the Bidder relied upon to develop the Bid. The County reserves the right to reject as non-responsive any presumptive unbalanced Bids where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.10 FRONT END LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities to occur early in the project schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive Bidders within the same portion of the project schedule, will be presumed to be front end loaded. Front end loaded Bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Contractor to complete the Work or otherwise creating an appearance of an under-capitalized Bidder.

In the event the County determines that a Bid is presumed to be front end loaded, it will request the opportunity to, and reserves the right to, review all source quotes, Bids, price lists, letters of intent, etc., which the Bidder obtained and upon which the Bidder relied upon to develop the pricing or acquisition timing for these Bid items. The County reserves the right to reject as non-responsive any presumptive front end loaded Bids where the Bidder is unable to demonstrate the validity and/or necessity of the front end loaded costs.

A.11 WITHDRAWAL OF OFFERS

Contractors may withdraw offers as follows: a) Mistakes discovered before the opening of a solicitation may be withdrawn by written notice from the Bidder submitting the offer. This request must be received in the office designated for receipt of offers in the solicitation document prior to the time set for delivery and opening of the offers. A copy of the request shall be retained and the unopened offer returned to that Contractor. b) After the responses to a solicitation are opened or a selection has been determined, but before a Contract is signed, a Contractor alleging a material mistake of fact may be permitted to withdraw their offer if: (1) the mistake is clearly evident on the solicitation document; or (2) the Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw an offer must be in writing and approved by the Purchasing Official.

A.12 IRREVOCABLE OFFER

Any Bid may be withdrawn up until the date and time set for opening of the Bid. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to sell to Manatee County the goods or services set forth in the attached specifications until one or more of the Bids have been duly accepted by the County.

A.13 BID EXPENSES

All expenses for making Bids to the County are to be borne by the Bidder.

A.14 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all Bids, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the Bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the Bid of the lowest responsive, responsible Bidder will be accepted, unless all Bids are rejected. The lowest responsible Bidder shall mean **that Bidder who makes the lowest Bid to sell goods and/or services of a quality which** meets or exceeds the quality of goods and/or services set forth in the attached specifications or otherwise required by the County, and who is fit and capable to perform the Bid as made.

To be responsive, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid. To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the Contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any Bidder to furnish the service requested. Information the County deems necessary to make this determination shall be provided by the Bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

A.15 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting Agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Ordinance as amended. Any actual or prospective Bidder who is aggrieved in connection with the solicitation or award of a Contract may protest to the Board of County Commissioners of Manatee County as required in Manatee County Code of Laws.

A.16 COLLUSION

By offering a submission to this Invitation for Bid, the Bidder certifies that he has not divulged, discussed or compared their Bid with other Bidder, and has not colluded with any other Bidder or parties to this Bid whatsoever. Also, Bidder certifies, and in the case of a joint Bid each party thereto certifies as to their own organization, that in connection with this Bid:

A.16 COLLUSION (Continued)

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor;
- b. any prices and/or cost data quoted for this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder, prior to the scheduled opening, directly or indirectly to any other Bidder or to any competitor;
- c. no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition;
- d. the only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the Contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by Bidder for purpose of doing business.

A.17 CODE OF ETHICS

With respect to this Bid, if any Bidder violates, directly or indirectly, the ethics provisions of the Manatee County Purchasing Ordinance and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Bidder will be disqualified from eligibility to perform the Work described in this Invitation for Bid, and may also be disqualified from furnishing future goods or services to, and from submitting any future Bids to supply goods or services to, Manatee County.

By submitting a Bid, the Bidder represents to the County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a Bidder is determined to have been untruthful in its Bid or any related presentation, such Bidder will be disqualified from eligibility to perform the Work described in this Invitation for Bid, and may also be disqualified from furnishing future goods or services to, and from submitting any future Bids to supply goods or services to, Manatee County.

A.18 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. **Bidders must fully complete all pages of the Bid Forms. Bid Forms must be executed by an authorized signatory who has the legal authority to make the offer and bind the company. Bidders must fully comply with all Bid specifications, terms and conditions.** Failure to comply shall result in Contract default, whereupon, the defaulting Contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

A.19 LEGAL NAME

Bids shall clearly indicate the legal name, address and telephone number of the Bidder. Bids shall be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the Bidder to the submitted Bid.

A.20 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute (F.S.) § 287.133, may not submit a Bid, Proposal, or reply on a Contract to provide any goods or services to a public entity; may not submit a Bid, Proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, Proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Code of Laws prohibits the award of any Contract to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter. To insure compliance with the foregoing, the Code requires all persons or entities desiring to Contract with the County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached for this purpose.

A.21 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the Bid and not shown separately. The prices as shown on the Bid Form shall be the price used in determining Award.

A.22 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Exempt Cert. No. 59-78-0089K; FL Sales Tax Exempt Cert. No. 85-8012622206C-6); therefore, the Contractor is prohibited from delineating a separate line item in his Bid for any sales or service taxes. Nothing herein shall affect the Contractor's normal tax liability.

A.23 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

A.24 AMERICANS WITH DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an **Information Conference** or **Bid Opening** should contact the person named on the first page of this Bid document at least twenty-four (24) hours in advance of either activity.

A.25 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective offerors that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an Award of Contract.

A.26 MBE/WBE

The State of Florida, **Office of Supplier Diversity** provides the certification process and the database for identifying certified MBE/WBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>

If you have any questions regarding this State service, please contact their office at (850) 487-0915.

A.27 MATHEMATICAL ERRORS

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. All Bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

A.28 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Invitation for Bid becomes "Public Records", and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.

Bids become subject to disclosure thirty (30) days after the opening or if a notice of intended Award decision is made earlier than this time as provided by F.S. 119.071(1)(b). No announcement or review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provides notice of its intended decision, or thirty (30) days after the opening of the new offers.

Based on the above, Manatee County will receive Bids at the date and time stated, and will make public at the opening the names of the business entities of all that submitted an offer and any amount presented as a total offer without any verification of the mathematics or the completeness of the offer. Upon the expiration of the statutory term for exemption the actual documents may be inspected or copied. When County staff have completed a mathematic validation and inspected the completeness of the offers, tabulation shall be posted on www.mymanatee.org.

NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: BASIS OF AWARD, TERMS AND CONDITIONS OF THE CONTRACT, OR SPECIFICATIONS, WHICH VARY FROM THE INFORMATION TO BIDDERS, SHALL HAVE PRECEDENCE.

END OF SECTION A

SECTION 00020
BASIS OF AWARD

B.01 BASIS OF AWARD

Award shall be to the lowest, responsive, responsible Bidder meeting specifications and having the lowest Total Bid Price for **Bid "A"** for the requirements listed on the Bid Form for the Work as set forth in this Invitation for Bid. Bid prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work in accordance with and in the manner set forth and described in the Contract documents to the County's satisfaction within the prescribed time.

Only one schedule for Completion of the Work shall be considered. Only one Award shall be made.

NOTE: Inspection of the site is a pre-requisite to be considered for award of this Bid.

In evaluating Bids, the County shall consider the qualifications of the Bidders; and if required, may also consider the qualifications of the Subcontractors, Suppliers, and other persons and organizations proposed. County may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work.

Whenever two or more Bids are equal with respect to price, the Bid received from a local business shall be given preference in Award. Whenever two or more Bids which are equal with respect to price are received, and neither of these Bids are from a local business, the Award shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the Purchasing Division and open to the public.

B.02 SUBCONTRACTORS

Subcontractors shall be bound by the terms and conditions of this Contract insofar as it applies to their work, but this shall not relieve the prime Contractor from the full responsibility of the County for the proper completion of all Work to be executed under this Contract.

The employment of unauthorized aliens by any Contractor is considered a violation of Section 274 (e) of the Immigration and Employment Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

B.03 QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each bidder shall have a minimum of five (5) consecutive years experience immediately prior to the day the Bid is submitted performing well acidizations in large diameter wells in Florida and also must have successfully completed at least three projects of similar size which is the subject of this IFB. **Each bidder shall submit as a portion of their bid a completed Contractor's Questionnaire included as Section 00430.**

Each bidder shall submit as a portion of their bid, information regarding the equipment that the bidder plans to use for this project. This information shall include a statement indicating ownership or lease agreement on this equipment and the location(s) of each equipment.

A complete list of all Subcontractors proposed for any portion of the Work may be requested of any Bidder deemed necessary by the County. Subcontracts shall be awarded only to those Subcontractors considered satisfactory by the County.

B.04 PREPARATION OF CONTRACT

A written notice confirming Award or recommendation thereof will be forwarded to the successful Bidder accompanied by the required number of unsigned counterparts of the Agreement. Within ten (10) days thereafter, successful Bidder shall sign and deliver the required number of counterparts of the Agreement with any other required documents to County. (Note: Contract must be approved in accordance with the Manatee County Code of Laws, Chapter 2-26, and the Administrative Standards and Procedures Manual approved by the County Administrator).

B.05 INSPECTION OF SITE

Inspection of the site is a requirement to be considered for award of this Bid. Prior to submitting a Bid, each Bidder shall examine the site and all conditions thereon fully familiarizing themselves with the full scope of the project. Failure to become familiar with site conditions will in no way relieve the successful Bidder from the necessity of furnishing any materials or performing any Work that is required to complete the project in accordance with the plans and specifications. Site visit (s) shall be acknowledged in Section 00300, Bid Form page # 00300-1.

END OF SECTION B

SECTION 00030
GENERAL TERMS AND CONDITIONS OF THE CONTRACT

C.01 CONTRACT FORMS

The Agreement resulting from the acceptance of a Bid shall be in the form of the Agreement stated in this Bid.

C.02 ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title, or interest therein, or his power to execute such Contract, or to assign any monies due or to become due there under to any other person, firm or corporation unless first obtaining the written consent of the County. The giving of such consent to a particular Subcontractor assignment shall not dispense with the necessity of such consent to any further or other assignment.

C.03 COMPLETION OF WORK

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract time commences to run. Only one Bid shall be considered based on **45 calendar days**. Only one Award shall be made.

C.04 LIQUIDATED DAMAGES

If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the County the sum of **\$566** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by the County and the Contractor and his Surety shall be liable for the amount thereof.

C.05 PAYMENT

Contractor may apply for partial payment on monthly estimates, based on the amount of work done or completed in compliance with the provisions of the Contract. Contractor shall submit an application, on a standard pay application form provided or approved by the County, of an approximate estimate of the proportionate value of the Work done, items and locations of the Work performed up to and including the last day of the period then ending. The County will then review said estimate and make any necessary revisions so that the estimate can receive approval for payment. If the Contractor and the County do not agree on the approximate estimate of the proportionate value of the Work done for any pay period, the determination of the County will be binding. The amount of said estimate after deducting any required retainage and all previous payments shall be due and payable to the Contractor, twenty (20) business days if County is its own Engineer of Record (EOR) or twenty-five (25) business days if outside agent

C.05 PAYMENT (Continued)

approval is required after the pay estimate has been approved by the agent for the County.

In accordance with the Prompt Payment Act, F.S. § 218.735(7), a Punch List shall be formulated.

Time allowed for development of punch list:

1. Awarded Contracts with an estimated cost of less than \$10 million will be within thirty (30) calendar days after reaching substantial completion. Substantial completion is defined as reaching beneficial occupancy or use.
2. Awarded Contracts with a cost of \$10 million dollars or more will be within thirty (30) calendar days OR if extended by Contract, up to sixty (60) calendar days after reaching substantial completion. Substantial completion is defined as reaching beneficial occupancy or use.

The final Contract completion date must be at least thirty (30) days after delivery of the list of items. If the list is not provided to the awarded Contractor by the agreed upon date, the Contract completion time must be extended by the number of days the County exceeds the delivery date.

It is the Contractor's responsibility for the care of the materials. Any damage to or loss of said materials is the full responsibility of the Contractor. Any periodical pay estimate signed by the Contractor shall be final as to the Contractor for any or all Work covered by the periodical pay estimate.

Any requests for payment of materials stored on site must be accompanied with a paid receipt. The Contractor warrants and guarantees that title to all work, materials and equipment covered by any application for payment, whether incorporated in the project or not, will pass to the County at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens").

The Contractor agrees to furnish an affidavit stating that all laborers, material men, and Subcontractors have been paid on the project for Work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers, Subcontractors on the project for Work covered by the application for payment, sufficient to secure the County from any claim whatsoever arising out of the aforesaid Work.

When the Contractor has completed the Work in compliance with the terms of the Contract documents, he shall notify the County in writing that the project is ready for final inspection. The County will then advise the Contractor as to the arrangements for final inspection and what Work, if any, is required to prepare the project or a portion thereof for final inspection. When the County determines the project or portion thereof is ready for final inspection, the County shall perform same. Upon completion of final inspection, the County will notify Contractor of all particulars in

C.05 PAYMENT (Continued)

which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. When all such errors have been corrected, a final re-inspection will be made. The process will be repeated until, in the opinion of the County, the project has been completed in compliance with the terms of the Contract documents.

When final acceptance has been made by the County, the County will make final payment of the Contract amount, plus all approved additions, less approved deductions and previous payments made. The Contract will be considered complete when all Work has been finished, the final inspection made, approved as-builts received, and the project finally accepted in writing by the County. The Contractor's responsibility shall then terminate except as otherwise stated.

C.06 RETAINAGE

A retainage of 10% of the total Work in place shall be withheld until 50% complete. After 50% completion, the retainage shall be reduced to 5% of the total Work in place until final completion and acceptance of the Work by the County. Upon final acceptance, the remaining retainage shall be included in the final payment.

C.07 WARRANTY AND GUARANTEE PROVISIONS

All work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the Contractor for a minimum period of three (3) years, unless otherwise specified, from final acceptance by the County to be free from defects due either to faulty materials or equipment or faulty workmanship.

All materials, equipment, and workmanship furnished and installed by the Contractor is warranted and guaranteed by the Contractor to meet the required standards and to accomplish the purposes and functions of the project as defined, detailed, and specified herein.

The County shall, following discovery thereof, promptly give written notice to the Contractor of faulty materials, equipment, or workmanship within the period of the guarantee and the Contractor shall promptly replace any part of the faulty equipment, material, or workmanship at his own cost. These warranty and guarantee provisions create no limitations on the County as to any claims or actions for breach of guaranty or breach of warranty that the County might have against parties other than the Contractor, and do not constitute exclusive remedies of the County against the Contractor.

C.08 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Contractor shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save the County harmless from loss on account thereof, including costs and attorney's fees.

C.09 AUTHORIZED PRODUCT REPRESENTATION

The Contractor, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to perform accordingly may, in the County's sole discretion, be deemed a breach of Contract, and shall constitute grounds for the County's immediate termination of the Contract.

C.10 REGULATIONS

It shall be the responsibility of the Bidder to assure compliance with any OSHA, EPA and/or other federal or State of Florida rules, regulations or other requirements, as each may apply.

C.11 CANCELLATION

Any failure of the Contractor to furnish or perform the Work (including, but not limited to, commencement of the Work, failure to supply sufficient skilled workers or suitable materials or equipment) in accordance with the Contract, the County may order the stop of the Work, or any portion thereof, until the cause for such order has been eliminated. If the Contractor persistently fails to perform the Work in accordance with the Contract, the County reserves the right to terminate the Contract and select the next qualified Bidder or re-advertise this procurement in part or in whole. The County reserves the right to cancel all or any undelivered or unexecuted portion of this Contract with or without cause.

C.12 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting Agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the Award, resulting Agreement, Contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in F.S. § 768.28.

C.13 MANUALS, SCHEMATICS, HANDBOOKS (IF APPLICABLE)

All manuals, schematics and handbooks shall be provided which are applicable to the equipment delivered. An operators manual, parts manual and technician manual must also be provided. Parts lists (manuals) must include OEM part numbers for items not manufactured by the Bidder. Contractor shall furnish two (2) copies of each.

C.14 INSURANCE

The Contractor will not commence Work under a Contract until all insurance under this section and such insurance coverage as might be required by the County has been obtained. The Contractor shall obtain, and submit to purchasing within ten (10) calendar days of request, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Workers' Compensation/Employers' Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the Contract documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the Contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident)	<u>\$100,000</u>
(Disease-Policy Limit)	<u>\$500,000</u>
(Disease-Each Employee)	<u>\$100,000</u>

b. Commercial General Liability

The limits are to be applicable only to Work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:	
Products/Completed Operations Aggregate	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence	<u>\$1,000,000</u>
Fire Damage (Any One Fire)	<u>\$Nil</u>
Medical Expense (Any One Person)	<u>\$Nil</u>

c. Business Auto Policy

Each Occurrence Bodily Injury and	
Property Damage Liability Combined	<u>\$300,000</u>
Annual Aggregate (if applicable)	<u>\$1,000,000</u>

d. County's Protective Liability Coverage

The minimum Owner's Protective OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the Contractor shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the County and the County's officials, officers, agents and employees and only to claims arising out of or in connection with the Work under this Contract.

C.14 INSURANCE (Continued)

e. Property Insurance

If this Contract includes construction of or additions to above ground buildings or structures, Contractor shall provide "**Builder's Risk**" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

f. Installation Floater

If this Contract does not include construction of or additions to above ground building or structures, **but does involve** the installation of machinery or equipment, Contractor shall provide an "**Installation Floater**" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

g. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the six above paragraphs a., b., c., d., e., and f., shall be filed with the Purchasing Official before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the Bid number, project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, with coverage for all products and services completed under this Contract.

ADDITIONAL INSURED:

Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on all policies.

If the initial insurance expires prior to the completion of operations and/or services by the Contractor, renewal certificates of insurance and required copies of policies shall be furnished by the Contractor and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the County in connection with any claim against the Contractor for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the Contractor or Contractor's sureties to the County or to any workers, suppliers, material men or employees in relation to this Contract.

C.14 INSURANCE (Continued)

h. Certification Requirements – In order for the certificate of insurance to be accepted it must comply with the following:

1. The certificate holder shall be:
Manatee County Board of Commissioners
P.O. Box 1000
Bradenton, FL 34206-1000
2. Certificate shall be mailed to:
Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attn: Chris Daley-CPPB, Contract Specialist

C.15 BID BOND/CERTIFIED CHECK

By offering a submission to this Invitation for Bid, the Bidder agrees should the Bidder's Bid be accepted, **to execute the form of Contract and present the same to Manatee County for approval within ten (10) calendar days after notice of Intent to Award.** The Bidder further agrees that failure to execute and deliver said form of Contract **within ten (10) calendar days** will result in damages to Manatee County and as guarantee of payment of same a Bid Bond/Certified Check shall be enclosed within the submitted sealed Bid in the amount of five (5%) percent of the total amount of the Bid. The Bidder further agrees that in case the Bidder fails to enter into a Contract, as prescribed by Manatee County, the Bid Bond/Certified Check accompanying the Bid shall be forfeited to Manatee County as agreed liquidated damages. If the County enters into a Contract with a Bidder, or if the County rejects any and/or all Bids, accompanying bond will be promptly returned.

C.16 PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall furnish surety bonds using the Public Construction Bond form prescribed in F.S. § 255.05, which is provided herein, as security for faithful performance of the Contract awarded as a result of this Bid and for the payment of all persons performing labor and/or furnishing material in connection therewith. Failure to provide the required bonds on the prescribed form may result in successful Bidder being deemed nonresponsive. Bonds must be in the form prescribed in F.S. § 255.05, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in F.S. § 255.05.

Surety of such bonds shall be in an amount equal to the Bid Award (100% each) issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to this County. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Performance and Payment Bonds shall be issued to Manatee County, a political subdivision of the State of Florida, within ten (10) calendar days after notification of Intent to Award.

C.16 PERFORMANCE AND PAYMENT BONDS (Continued)

In addition, pursuant to F.S. § 255.05(1)(b), prior to commencing Work, the Contractor shall be responsible and bear all costs associated to record the Performance and Payment Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Purchasing Division upon filing. Pursuant to F.S. § 255.05(1)(b), the County will make no payment to the Contractor until the Contractor has complied with this paragraph.

Furnishing of the recorded Performance and Payment Bonds shall be requisite to execution of a Contract with the County. Said Performance and Payment Bonds will remain in force for the duration of the Contract with the premiums paid by the Contractor. Failure of the successful Bidder to execute such Contract and to supply the required bonds shall be just cause for cancellation of the Award. The County may then contract with another acceptable Bidder or re-advertise this Invitation for Bid. If another Bidder is accepted, and notice given within ninety (90) days after the opening of the Bids, this acceptance shall bind the Bidder as though they were originally the successful Bidder.

Failure of the County at any time to require performance by the Contractor of any provisions set out in the Contract will in no way affect the right of the County, thereafter, to enforce those provisions.

C.17 NO DAMAGES FOR DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the Total Contract Price or payment or compensation of any kind from the County or direct, indirect, consequential impact or other costs, expenses for damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the Contractor for hindrance or delays due solely to fraud, bad faith, or active interference on part of the County or its agents. Otherwise, the Contractor shall only be entitled to extensions of the Contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

C.18 NO INTEREST

Any monies not paid by the County when claimed to be due to the Contractor under this Contract shall not be subject to interest including prejudgment interest. Any monies not paid by the County when claimed to be due to the Contractor for damages awarded in the case of construction delays shall not be subject to prejudgment interest.

C.19 CONSTRUCTION OF CONTRACT

This Contract and the rights and responsibilities hereunder shall not be construed more strongly against either party, regardless of the extent to which such party may have participated in the preparation hereof.

C.20 BE GREEN

All Bidders are encouraged to use as many **environmentally preferable** "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. **Environmentally preferable are products or services that have a reduced adverse effect on the environment.** Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

END OF SECTION C

SECTION 00100
BID SUMMARY

D.01 THE WORK

The Work included in this Contract consists of furnishing of all labor, materials, equipment and incidentals required to rehabilitate the deep injection well for the Southwest Water Reclamation Facility per the Contract Documents.

The Work shall consist of , but is not limited to, acidizing the deep injection well (IW-1), well development, well kills, repairs to portions of the well casings for (IW-1) and the monitoring well (MW-1), concrete restoration, and painting.

All repairs and well development activities to the deep injection and monitoring wells shall be complete within thirty (30) calendar days from the issuance of the Notice to Proceed so that the wells can be placed back into service. The Contractor shall have the remaining calendar days of the Contract Time to complete restoration, painting, and demobilization activities.

Location:
Manatee County Utilities
Cortez Road Booster Station
11840 Cortez Road
Bradenton, FL 34202.

The Contractor shall furnish all shop drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all Work required by these specifications.

The Contractor shall perform the Work complete, in place and ready for continuous service and shall include any repairs, replacements, and/or restoration required as a result of damages caused prior to acceptance by the Owner.

The Contractor shall furnish and install all materials, equipment and labor which is reasonably and properly inferable and necessary for the proper completion of the Work, whether specifically indicated in the Contract documents or not.

D.02 SUBCONTRACTORS, SUPPLIERS AND OTHERS

The identity of Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) may be requested by the County for each Bid item from any of the Bidders; and the Bidder shall respond within five (5) days after the date of such request. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, persons or organization if requested by County. If County, after due investigation, has reasonable objection to any proposed Subcontractor, supplier, other person or organization, County may, before the Notice of Award is given, request the apparent successful Bidder to submit an acceptable substitute without an increase in Contract price or Contract time.

D.02 SUBCONTRACTORS, SUPPLIERS AND OTHERS (Continued)

If apparent successful Bidder declines to make any such substitution, County may award the Contract to the next lowest qualified Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons who County does not make written objection to Contractor shall not be required to employ any Subcontractor, Supplier, other person or organization who Contractor has reasonable objection to.

Subcontractors shall be bound by the terms and conditions of this Contract insofar as it applies to their work, but this shall not relieve the prime Contractor from the full responsibility to the County for the proper completion of all Work to be executed under this Contract.

D.03 BIDS

Bids are to be submitted in **triplicate, one original and two copies**, upon the County supplied forms. All blank spaces must be filled in as noted with amounts extended and totaled and no changes shall be made in the wording of the forms or in the items mentioned therein. In the event a change is made in your submittal, the Bidder shall write its initials by the change. Any Bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which shall in any manner fail to conform to Bid requirements.

A Bid made by an individual, either in his/her own or proper person or under a trade or firm name, shall be executed under the individual's signature. If made by a partnership, the Bid shall be executed by two or more of the general partners. If made by a corporation, the Bid shall be executed by its President or other legally authorized corporate officer or agent.

D.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Bid documents thoroughly; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work; (c) consider federal, state, and local codes, laws, and regulations that may affect costs, progress, performance, or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Bid documents; and (e) notify County of all conflicts, errors, or discrepancies in the Bid document.

Each Bidder may, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine his Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract documents. County will provide each Bidder access to the site to conduct such explorations and tests.

D.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE (Continued)

Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Contract documents.

All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by County unless otherwise provided in the Contract documents.

D.05 MATERIALS AND WORKMANSHIP

All materials and apparatus required for this Work, except as specified otherwise, shall be new, of first class quality, and shall be furnished, delivered, connected and finished in every detail. Construction shall be prescribed by good industry practice and in accordance with manufacturer's recommendations for the type being installed.

Use skilled workman trained and experienced in the necessary trades and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this section.

D.06 REGULATIONS AND MATERIAL DISPOSAL

It shall be the responsibility of the Contractor to assure compliance with any OSHA, EPA, federal, state, and/or local rules, regulations or other requirements as each may apply.

D.07 PROJECT CLOSE-OUT

Clean construction site and remove any and all excess materials. Correct any damages to property that may have occurred as a result of installation and/or delivery. Repair and patch all surfaces cut for installation. The Contractor shall remedy any deficiencies promptly should the County determine any Work is incomplete or defective.

When the County determines the Work is acceptable in accordance with this Invitation for Bid, the Contractor shall provide the close out submittals, including but not necessarily limited to the following:

- | | | |
|-------|-----------------------------------|-------------------|
| 1 set | Certificate of Warranties | |
| 1 set | Manufacturer's Product Literature | (when applicable) |
| 1 set | Project Record Drawings | |
| 1 set | Subcontractor Information | (when applicable) |

D.08 DISCRETIONARY WORK

This Bid item entails minor increases (that may be directed by staff) to existing Bid item quantities or minor modification items not bid which were unforeseen and necessary during the construction to provide a safe, complete project in accordance with Bid documents. (This will not affect the requirement for change orders involving major modifications to the project.) Payment for all Work under this item shall be made only at the County's discretion in order to satisfactorily complete the project. In general, this item is for unanticipated conflicts and/or design changes required during construction which are necessary to complete the project without changing the initial Scope of Work and without costly delays.

D.09 PROGRESS REQUIREMENTS

All Work done under this Contract shall be done with a minimum of inconvenience to the private property owners in the area. The Contractor shall coordinate his Work with private property owners such that existing utility services are maintained and they have access to their property at all times.

END OF SECTION D

SECTION 00150

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

E.01 Vendor Registration

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on www.mymanatee.org.

Enclosed are a copy of the current Manatee County law that details the County's Local Preference and the County's definition of a local business.

If you assert that your firm meets the stated definition of a local business, we ask that in addition to registering on the County's web page, you fill out the attached "**Affidavit As To Local Business Form**" that is included in this section, have the completed document notarized, and mail the original to the following address: Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

Your cooperation in registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify local businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting Bids on www.manatee-chamber.com as well as using the same vendor categories for registration.

Our staff can assist you with your registration as needed. Our office hours are 8:00 A.M. to 5:00 P.M., Monday through Friday on regular business days. Please call (941) 749-3014 if you wish to have a Purchasing staff member assist you.

Quick steps to registration: **www.mymanatee.org**

A link to "Purchasing" is listed under "Quick Links" on page one of the County web site.

On the left hand side of the Purchasing web page, click on "Vendor Registration".

This will bring up the Vendor Registration form for on-line input. Please note that the definition of a "local business" changed on March 17, 2009. The web page will be updated to include the current law which has been provided in this section of the Bid.

Thank you for reviewing this information and considering registering your business with Manatee County. Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notifications of Quotation, Bid and Proposal opportunities to your business.

E.02 Section 2-26-6. Local preference, tie Bids, **local business defined.**

- a) Whenever a responsible local business Bidder and a responsible non-local business Bidder are found, upon the opening of Bids, to have both submitted the lowest responsive Bid, the Bid of the local Bidder shall be awarded the Contract. Should more than one responsible local business Bidder match the responsible non-local business Bidder's lowest responsive Bid, or should no responsible local business Bidder match the lowest responsive Bid but two or more responsible non-local business Bidders submit lowest responsive Bids for equal amounts, then the Award of the Contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the Purchasing Division and open to the public. Any Bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the Bid announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the County in the manner prescribed by the County to facilitate the County's ability to track the Award of Contracts to local businesses and to allow the County to provide future notifications to its local businesses concerning other Bidding opportunities.
- b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any Invitation for Bids when the Bidder's location materially affects the provisions of the services or supplies that are required by the invitation.
- c) **Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its Bid that for at least six (6) months prior to the announcement of the solicitation of Bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employee at that location.**
- d) **Each solicitation for Bids made by the County shall contain terms expressly describing the local business preference policies of the County, and shall provide that by electing to submit a Bid pursuant to an Invitation for Bid, all Bidders are deemed to understand and agree to those policies.**
- e) For all Contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the County shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory Contract, preference shall be given to a local business where all other relevant factors are equal.

E.02 Section 2-26-6. Local preference, tie Bids, **local business defined** (Continued)

f) Local preference shall not apply to the following categories of Contracts:

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
3. Purchases or Contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
4. Purchases or Contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
5. Any Bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County Commission or County Administrator, or where such suspension is, in the opinion of the County Attorney, required by law.

g) To qualify for local preference under this section, **a local business must certify to the County that it:**

1. Has not within the five (5) years prior to the Bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the Bid announcement;
3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

Ref: Ordinance 09-21 and 09-23 **PASSED AND DULY ADOPTED** in open session, with a quorum present and voting, on the 17th day of March, 2009.

END OF SECTION E

**MANATEE COUNTY GOVERNMENT
AFFIDAVIT AS TO LOCAL BUSINESS
(Complete and Initial Items B-F)**

A. Authorized Representative

I, [name] _____, am the [title] _____ and the duly authorized representative of: [name of business] _____, and that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and by electing to submit a Bid pursuant to this Invitation for Bids, shall be deemed to understand and agree to the local business preference policies of Manatee County; and that I have the direct knowledge to state that this firm complies with all of the following conditions to be considered to be a local business as required by the Manatee County Code of Law, Section 2-26-6.

B. Place of Business: I certify that the above business is legally authorized to engage in the sale of goods and/or services and has a physical place of business in Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one (1) fulltime employee at that location. The physical address of the location which meets the above criteria is: _____ [Initial] _____

Business Phone Number: _____

Email Address: _____

C. Business History: I certify that business operations began at the above physical address with at least one fulltime employee on [date] _____ [Initial] _____

D. Criminal Violations: I certify that within the past five (5) years of the date of this Bid announcement, this business has not admitted guilt nor been found guilty by any court or local, state or federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding fraud. [Initial] _____

E. Citations or Code Violations: I certify that this business is not currently subject to any unresolved citation or notice of violation of any Manatee County Code provision, with the exception of citations or notices which are the subject of a legal current appeal within the date of this Bid announcement. [Initial] _____

F. Fees and Taxes: I certify that this business is not delinquent in the payment of fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the exception of those which are the subject of a current legal appeal. [Initial] _____

Each of the above certifications is required to meet the qualification of "local business" under Manatee County Code of Laws, 2-26-6.

Signature of Affiant _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by (name of person making statement).

(Notary Seal) Signature of Notary: _____

Name of Notary: (Typed or Printed) _____

Personally Known ____ OR Produced Identification ____ Type of Identification Produced _____

Submit executed copy to Manatee County Purchasing Division - 1112 Manatee Avenue West - Suite 803 - Bradenton, FL 34205

SECTION 00300
BID FORM
(SUBMIT IN TRIPLICATE)

For: IFB #13-1205CD- SWWRF DEEP INJECTION WELL REHABILITATION

TOTAL BID PRICE (BID "A"): _____
Based on a Completion Time of 45 calendar days

Only one schedule for Completion of the Work shall be considered. Only one Award shall be made.

We, the undersigned, hereby declare that we have carefully reviewed the Bid documents, and with full knowledge and understanding of the aforementioned herewith submit this Bid, meeting each and every specification, term, and condition contained in the Invitation for Bids.

We understand that the Bid package, in its entirety, including but not limited to, all specifications, terms, and conditions in their entirety shall be made a part of any Agreement or Contract between Manatee County and the successful Bidder. Failure to comply shall result in Contract default, whereupon, the defaulting Contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

Communications concerning this Bid shall be addressed as follows: **(Complete all fields)**

Person's Name: _____

Address: _____ Phone: _____

Date: _____ FL Contractor License# _____

License in the Name of: _____

Bidder is a WBE/MBE Vendor? _____ Certification _____

COMPANY'S NAME: _____

AUTHORIZED SIGNATURE(S): _____

Name and Title of Above Signer(s) _____

CO. MAILING ADDRESS: _____

STATE OF INCORPORATION _____ (if applicable)

TELEPHONE: (____) _____ FAX: (____) _____

Email address: _____

I, _____ on [date] _____ attest that I have visited the project site(s) to familiarize myself with the full Scope of Work required for the Bid.

Acknowledge Addendum No. _____	Dated: _____	Acknowledge Addendum No. _____	Dated: _____
Acknowledge Addendum No. _____	Dated: _____	Acknowledge Addendum No. _____	Dated: _____
Acknowledge Addendum No. _____	Dated: _____	Acknowledge Addendum No. _____	Dated: _____

BID FORM

(Submit in Triplicate) Section 00300

SWWRF DEEP INJECTION WELL REHABILITATION**Bid "A" Based on Completion Time of 45 Calendar Days**

ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
1	MOBILIZATION	1	LS	\$	\$
2	SETUP WELL DEVELOPMENT PUMP	2	LS	\$	\$
3	SETUP DISCHARGE PIPE	1	LS	\$	\$
4	WELL DEVELOPMENT	32	Hours	\$	\$
5	ACIDIZATION SETUP	1	LS	\$	\$
6	ACIDIZATION	35	1,000 Gal	\$	\$
7	DEMOBILIZATION AND SITE CLEANUP	1	LS	\$	\$
8	STANDBY TIME	20	Hours	\$	\$
9	CASING REPAIR OF INJECTION WELL AND MONITORING WELL	1	LS	\$	\$
10	SODA ASH	20	100 LBS	\$	\$
11	DISCRETIONARY WORK (USED ONLY WITH COUNTY APPROVAL)				\$50,000.00
	TOTAL PRICE FOR BID "A" - Based on Completion Time of 45 Calendar Days				\$

ADD ON UNIT PRICES FOR ADDITIONAL WORK AS DIRECTED BY THE COUNTY AND ENGINEER

The following prices are not included in the total amount, and are to be used only as directed by the COUNTY and ENGINEER.

ITEM NO.	DESCRIPTION	ADD or DEDUCT	U/M	UNIT PRICE
1	EXTRA WORK	ADD	Hour	\$
2	ADDITIONAL WELL KILLS	ADD	Each	\$

Bidder Name: _____

Authorized Signature: _____

**SWORN STATEMENT
THE FLORIDA TRENCH SAFETY ACT**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR BY AN OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This Sworn Statement is submitted with IFB No. 13-1205CD
2. This Sworn Statement is submitted by _____ whose business address is _____ and, if applicable, its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.
3. Name of individual signing this Sworn Statement is: _____, Whose relationship to the above entity is: _____.
4. The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the County and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated the following costs for compliance with the applicable standards:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit Quantity	Unit Cost	Extended Cost
a. _____	_____	_____	\$ _____	_____
b. _____	_____	_____	\$ _____	_____
c. _____	_____	_____	\$ _____	_____
d. _____	_____	_____	\$ _____	_____

7. The undersigned intends to comply with these standards by instituting the following procedures:

THE UNDERSIGNED, in submitting this Bid, represents that they have reviewed and considered all available geotechnical information and made such other investigations and tests as they may deem necessary to adequately design the trench safety system(s) to be utilized on this project.

(AUTHORIZED SIGNATURE / TITLE)

SWORN to and subscribed before me this _____ day of _____, 20____.

(Impress official seal)

Notary Public, State of Florida: _____

My commission expires: _____

SECTION 00430
CONTRACTOR'S QUESTIONNAIRE
(Submit in Triplicate)

The Bidder warrants the truth and accuracy of all statements and answers herein contained. (Attach additional pages if necessary.)

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

1. License #: _____
License Issued to: _____
Date License Received (MM/DD/YR): _____
Company Name: _____

Company's Physical Address _____

City _____ State of Incorporation, if applicable _____ (Zip Code) _____

(_____) _____ Telephone Number; (_____) _____ Fax Number
Email Address: _____
2. Bidding as an individual ___ a partnership: ___ a corporation; ___ a joint venture ___
3. If a partnership: list names and addresses of partners; if a corporation: list names of officers, directors, shareholders, and state of incorporation; if joint venture: list names and address of ventures' and the same if any venture are a corporation for each such corporation, partnership, or joint venture:

4. Your organization has been in business (under this firm's name) as a _____

For how many years? _____ Is this firm in bankruptcy? _____

_____ Years holding a Certified Contractors License
_____ Years holding a Certified Underground Utility Contractors License
_____ Years experience performing this type of project
(Attach a list of projects where this specific type of work was performed)

BIDDER: _____

4. (Continued)

Has license ever been suspended, revoked, removed or under investigation?

5. Describe and give the date and County of the last three government or private work of similar scope you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity), include contact name and phone number. Provide the budget, actual cost, size and summary of work for each project. Attach additional pages as necessary. (Note: If listing a Manatee County reference they should not be directly associated with this project)

6. Have you ever been assessed liquidated damages under a Contract during the past five (5) years? If so, state when, where (contact name, address and phone number) and why.

7. Have you ever failed to complete work awarded to you? Or provide projects not completed within Contract time. If so, state when, where (contact name, address, phone number) and why.

8. Have you ever been debarred or prohibited from bidding on a governmental entity's construction project? If yes, name the entity and describe the circumstances:

BIDDER: _____

9. What specific steps have you taken to examine the physical conditions at or contiguous to the site, including but not limited to, the location of existing underground facilities? Have you visited the site(s)? _____
Provide date(s) of site visit: _____

10. What specific physical conditions, including, but not limited to, the location of existing underground facilities have you found which will, in any manner, affect cost, progress, performance, or finishing of the Work?

11. Will you subcontract any part of this Work? If so, describe which major portion(s):

12. If any, list (with Contract amount) WBE/MBE to be utilized:

13. What equipment do you own to accomplish this Work? (A listing may be attached)

14. What equipment will you purchase/rent for the Work? (Specify which)

BIDDER: _____

15. List the following in connection with the Surety which is providing the Bond(s):

Surety's Name: _____

Surety's Address: _____

Surety's Address: _____

Name, address and phone number of Surety's resident agent for service of process in Florida:

Phone: (_____) _____

Email _____

BIDDER: _____

SECTION 00491
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION
SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PURCHASING ORDINANCE

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Board of County Commissioners by

_____ [Print individual's name and title]

_____ for _____ [print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a County Contract for public improvements, procurement of goods or services (including professional services) or a County lease, franchise, concession or management Agreement, or shall receive a grant of County monies unless such person or entity has submitted a written certification to the County that it has not:

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among Bidders or prospective Bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

(Cont'd.)

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction shall prove the same with documentation satisfactory to the County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____ by _____

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

SECTION 00500
FORM OF AGREEMENT
BETWEEN THE
COUNTY OF MANATEE, FLORIDA
AND THE CONTRACTOR AS IDENTIFIED BELOW
ON THE BASIS OF A STIPULATED UNIT COST CONTRACT PRICE

THIS AGREEMENT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and **XXXXXXXXXXXXXX**, hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the State of Florida, with offices located at **XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX**.

ARTICLE 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for **IFB #1 3-1205CD- SWWRF DEEP INJECTION WELL REHABILITATION** in strict accordance with Contract documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

ARTICLE 2. COMPENSATION

As compensation to the CONTRACTOR, the COUNTY shall pay and the CONTRACTOR will accept as full consideration for the performance of all Work required by **IFB #1 3-1205CD- SWWRF DEEP INJECTION WELL REHABILITATION**, subject to additions and deductions as provided therein, the sum of **\$XXXXXX** for Bid "**A**" based on a completion time of **45** calendar days.

ARTICLE 3. LIQUIDATED DAMAGES

Time is of the essence in this Agreement. As of the date of this Agreement, the damages that will be suffered by the County in the event of the Contractor's failure to timely complete the Work are impossible to determine. In lieu thereof, it is agreed that if the Contractor fails to achieve substantial completion of the Work within **45** calendar days of issuance of the Notice to Proceed (accounting, however, for any extensions of time granted pursuant to approved change orders), the Contractor shall pay to the County, as liquidated damages (and not as a penalty), the sum of **\$566** per calendar

day for each day beyond 45 days until the Contractor achieves substantial completion. The County shall have the option of withholding said liquidated damages from any pay application(s) thereafter submitted by the Contractor. Alternatively, the Contractor shall immediately pay said sums to the County upon the County's demand for same.

ARTICLE 4. ENGINEER

The County of Manatee, Public Works Department, is responsible as the COUNTY and CH2MHill hereinafter referred to as "ENGINEER," designed this project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of the COUNTY'S project management team which is collectively responsible in ensuring the Work is completed in accordance with the Contract documents.

All communications involving this project will be addressed to: Kent Bontrager, P.E., Project Engineer II, Public Works Department and to the Engineer of Record, Peter Larkin, CH2MHill. All invoicing will be addressed to the attention of: Kent Bontrager (address noted below) with invoice copies sent to Peter Larkin, (address noted below).

Manatee County Public Works Dept.
IFB# 13-1205CD
Attention: Kent Bontrager, PE
Project Engineer II
1022 26th Avenue East
Bradenton, Florida 34208
Phone (941) 708-7450 ext. 7331

CH2MHill
IFB# 13-1205CD
Attn: Peter Larkin
Project Engineer
4350 West Cypress Street
Tampa, Florida 33607
Phone (813) 874-0777

Where the terms ENGINEER and/or COUNTY are used in the Contract Documents, it shall mean the COUNTY'S project management team.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has familiarized itself with the nature and extent of the Bid documents, Work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 5.2 CONTRACTOR has studied carefully all drawings of the physical conditions upon which CONTRACTOR is entitled to rely.
- 5.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract price, within the Contract time and in accordance with the other terms and conditions of the Bid documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 5.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Bid documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. Any additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities conducted by the CONTRACTOR will be done at the CONTRACTOR'S expense.

- 5.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bid.
- 5.6 CONTRACTOR has given COUNTY written notice of all conflicts, errors or discrepancies that have been discovered in the Bid documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- 5.7 CONTRACTOR shall schedule and perform the Work subject to COUNTY'S approval and shall hold COUNTY harmless from all liabilities incurred due to CONTRACTOR'S failure to coordinate with the COUNTY.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract documents which comprise the entire Agreement between COUNTY and CONTRACTOR concerning the Work consist of the following:

- 6.1 This Agreement and Bid document **IFB #13-1205CD**
- 6.2 Public Construction Bond Form and Insurance Certificate(s)
- 6.3 Drawings/Plans (not attached)
- 6.4 Addendum number ?? to ?? inclusive
- 6.5 CONTRACTOR'S Bid Form
- 6.6 Reports
- 6.7 The following, which may be delivered or issued after the effective date of the Agreement and are not attached hereto: all written change orders and other documents amending, modifying, or supplementing the Contract documents.

- 6.8 The documents listed in paragraphs above are attached to this Agreement (except as noted otherwise above). There are no Contract documents other than those listed above in this Article 6.

ARTICLE 7. MISCELLANEOUS

- 7.1 Terms used in this Agreement are defined in Article 1 of the General Conditions.
- 7.2 No assignment by a party hereto of any rights under or interest in the Contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignee from any duty or responsibility under the Contract documents.
- 7.3 COUNTY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract documents.

AGREEMENT
IFB #13-1205CD

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives.

CONTRACTOR

By: _____

Print Name & Title of Signer

Date: _____

COUNTY OF MANATEE, FLORIDA

By: _____
Melissa M. Wendel, CPPO
Purchasing Official

Date: _____

**MANATEE COUNTY GOVERNMENT
PUBLIC CONSTRUCTION BOND**

Bond No. _____

(Enter bond number)

BY THIS BOND, We _____, located at _____, as
(Name of Contractor) (Address)

Principal and _____, a corporation, whose address is
(Name of Surety)

are bound to Manatee County, a political subdivision of the State of Florida, herein called County, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, the Contractor has entered into Contract No. IFB #13-1205CD with the County for the project titled SWWRF Deep Injection Well Rehabilitation, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purposes of explaining this bond.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs Contract No. IFB #13-1205CD, between Principal and County for construction of

SWWRF Deep Injection Well Rehabilitation, the Contract being made a part of this bond by reference, at

(Title of Project)

the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and

3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____.

CONTRACTOR AS PRINCIPAL

SURETY

Company Name

Company Name

Signature

Signature

Print Name & Title

Print Name & Title

(Corporate Seal)

(Corporate Seal)

AGENT or BROKER

Company Name

Address

Telephone

Licensed Florida Insurance Agent? ☐ Yes ☐ No

License #: _____

State of: _____

County of: _____

City of: _____

SECTION 00700
GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

Whenever used in the Bid documents, the following terms have the meaning indicated which are applicable to both the singular and plural thereof:

Addendum - Written or graphic instruments issued prior to the opening of Bids which clarify or change the Bidding documents or the Contract documents.

Agreement - The written Agreement between Owner and Contractor covering the Work to be performed; other Contract documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment - The form accepted by the Project Representative which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract documents.

Award - Acceptance of the Bid from the person, firm, or corporation which in the Owner's sole and absolute judgment will under all circumstances best serve the public interest. Award shall be made in accordance with Manatee County Code of Laws.

Bid - The offer of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder - One who submits a Bid directly to the Owner, as distinct from a Sub-bidder, who submits a Bid to a Bidder.

Bidding Documents - Consists of the Invitation for Bid, which includes but is not limited to the Bid Form, drawings, technical specifications, terms and conditions, and the proposed Contract documents (including all addenda issued prior to receipt of Bids); and becomes a part of the Agreement.

Bonds - Performance and payment bonds and other instruments of security.

Change Order - A document recommended by the Project Representative which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract price or the Contract time, issued on or after the effective date of the Agreement.

Compensable Delay - Any delay beyond the control and without the fault or negligence of the Contractor resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by Owner.

Contract Documents - The Agreement, addenda (which pertain to the Contract documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documents submitted prior to the Notice of Award), the bonds, the specifications, special provisions and the drawings, together with all amendments, modifications and supplements issued on or after the effective date of the Agreement.

Contract Price - The monies payable by Owner to Contractor under the Contract documents as stated in the Agreement.

Contract Time - The number of days or the date stated in the Notice to Proceed for the completion of the Work.

Contractor - The person, firm or corporation with whom Owner has entered into an Agreement.

Days - All references to days are to be considered calendar days except as specified differently.

Defective - An adjective which when modifying the Work refers to work that is unsatisfactory, faulty or deficient, or does not conform to the Contract documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract documents, or has been damaged prior to Project Representative's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner).

Discretionary - Payment for all Work that shall be made only at the Owner's discretion in or der to satisfactorily complete the project in accordance with the plans and specifications.

Drawings - The drawings which show the character and Scope of Work to be performed and which have been prepared or approved by Engineer and are referred to in the Bidding and Contract documents.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective (date of execution).

Excusable Delay - Any delay beyond the control and without the negligence of the Contractor, the Owner, or any other Contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, fires, floods, freight embargoes, acts of government other than Owner or epidemics. Labor disputes and above average rainfall shall give rise only to excusable delays.

Field Order - A written order issued by Project Representative which orders minor changes in the Work, but which does not involve a change in the Contract price or the Contract time.

Float or Slack Time - The time available in the progress schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.

Inexcusable Delay - Any delay caused by events or circumstances within the control of the Contractor, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the Contractor.

Non-prejudicial Delay - Any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract time.

Notice of Award - The written notice to the successful Bidder stating Award has been approved by the Board of County Commissioners; or by the Purchasing Official in accordance with Manatee County Code of Laws, Chapter 2 -26, Manatee County Purchasing Ordinance.

Notice of Intent to Award - The written notice to the apparent low Bidder stating Award has been recommended with final Award to be authorized by the Board of County Commissioners.

Notice to Proceed - Written notice by Owner (after execution of Contract) to Contractor fixing the date on which the Contract time will commence to run and on which Contractor shall start to perform (ten (10) days from date of such notice) Contractor's obligations under the Contract documents.

Owner - Manatee County, Florida, Board of County Commissioners.

Preconstruction Conference - Prior to starting the Work, a meeting scheduled by Owner with Contractor to review the Work schedules, to establish procedures for handling shop drawings and other submissions, for processing periodical pay estimates, and such other matters as may be pertinent to the project.

Prejudicial Delay - Any excusable or compensable delay impacting the Work and exceeding the total float available in the progress schedule, thus preventing completion of the Work within the Contract time unless the Work is accelerated.

Pre-operation Testing - All field inspections, installation checks, water tests, performance tests and necessary corrections required of Contractor to demonstrate that individual components of the Work have been properly constructed and do operate in accordance with the Contract documents for their intended purposes.

Project - The total construction of which the Work to be provided under the Contract documents may be the whole or a part as indicated elsewhere in the Contract documents.

Project Representative - The authorized representative of Owner who is assigned to the project or any part thereof.

Schedule of Values – Unit prices shall be established for this Contract by the submission of a schedule of values. The Contractor shall submit a schedule of values within ten (10) days of Notice to Proceed date. The schedule shall include quantities and prices of items equaling the Total Bid Price and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by Contractor to illustrate material or equipment for some portion of the Work.

Special Provisions: As required to define work or procedures not covered in the standard specifications, and as necessary to supplement or modify items in the standard specifications.

Specifications - Those portions of the Contract documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual or corporation having a direct contact with Contractor or with any other Subcontractor for the performance of a part of the Work at the site. Such person or firm has contractual relations with the Contractor, not with the Owner.

Substantial Completion - The Work (or a specified part thereof) has progressed to the point when, in the opinion of the Engineer as evidenced by Engineer's definitive certificate of substantial completion, it is sufficiently complete in accordance with Contract documents so that the Work can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due.

Successful Bidder - The lowest, responsible and responsive Bidder to whom an Award is made.

Supplier - A manufacturer, fabricator, supplier, distributor, material man or vendor.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments and any encasement containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or

other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work - Work to be paid for on the basis of unit prices.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract documents.

Work Directive Change - A written directive to Contractor, issued on or after the effective date of the Agreement and signed by Owner and recommended by Project Representative ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or to emergencies. A work directive change may not change the Contract price or the Contract time; but is evidence that the parties expect that the change directed or documented by a work directive change will be incorporated in a subsequently issued change order following negotiations by the parties as to its effect, if any, on the Contract price or Contract time.

Written Amendment - A written amendment of the Contract documents, signed by Owner and Contractor on or after the effective date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly work related aspects of the Contract documents.

ARTICLE 2. PRELIMINARY MATTERS

Computation of Time: When time is referred to in the Contract documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.

- 2.1 The Contractor must submit a proposed schedule of the Work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule Work provided such rescheduling is in accord with the remainder of terms of the Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the Work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Owner, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work under the Contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if

any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.

- 2.2 A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. The Contract time will commence at the time specified in such notice. Contractor shall start to perform the Work on the date specified in the Notice to Proceed, but no Work shall be done at the site prior to the date on which the Contract time commences to run.
- 2.3 If at any time the materials and appliances to be used appear to the Owner as insufficient or improper for securing the quality of Work required or the required rate of progress, the Owner may order the Contractor to increase his efficiency or to improve the character of his Work and the Contractor shall conform to such an order. The failure of the Owner to demand any increase of such efficiency or any improvement shall not release the Owner from his obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract. The Owner may require the Contractor to remove from the Work such employees as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Work is deemed to be contrary to the Owner's interest.
- 2.4 The Owner reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

ARTICLE 3. CONTRACT DOCUMENTS: INTENT, AMENDING, RE-USE

- 3.1 The Contract documents comprise the entire Agreement between Owner and Contractor concerning the Work. The Contract documents are complementary; what is called for by one is as binding as if called for by all. The Contract documents will be construed in accordance with the laws and ordinances of the State of Florida and Manatee County.

Should a conflict exist within the Contract documents, the precedence in ascending order of authority are as follows: 1) Standard Printed Contract Documents, 2) Special Conditions, 3) General Conditions, and 4) Drawings.

Note: Computed dimensions shall govern over scaled dimensions.

- 3.2 It is the intent of the Contract documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract documents. Any work, materials or equipment that may reasonably be inferred from the Contract documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials, or

equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract documents) shall be effective to change the duties and responsibilities of Owner, Contractor or Engineer, or any of their agents or employees from those set forth in the Contract documents.

- 3.3 The Contract documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.3.1 A Formal Written Amendment

3.3.2 A Change Order

3.3.3 Administrative Contract Adjustment (ACA)

3.3.4 A Work Directive Change

- 3.4 In addition, the requirements of the Contract documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:

3.4.1 Discretionary Work – Field Directive

3.4.2 Engineer's approval of a Shop Drawing or sample

ARTICLE 4. CONTRACTOR'S RESPONSIBILITIES

- 4.1 Contractor shall keep on the Work at all times during its progress a competent resident superintendent; who shall be the Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- 4.2 Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the Contract documents, all Work at the site shall be performed during regular working hours and Contractor will not permit overtime work or the

performance of work on Saturday, Sunday or legal holiday without Owner's written consent given after prior notice to Engineer (at least seventy-two (72) hours in advance).

- 4.2.1 Contractor shall pay for all additional engineering charges to the Owner for any overtime work which may be authorized. Such additional engineering charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner on account of such overtime work. At Owner's option, overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.
- 4.3 Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 4.4 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract documents. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the Contract documents.
- 4.5 Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract documents shall create any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of Owner to pay or to see to the payment of any monies due any such Subcontractor, Supplier or other person or organization.
- 4.6 Permits: Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 4.7 During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste

materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to original conditions all property not designated for alteration by the Contract documents.

- 4.8 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 4.9 Safety and Protection: Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
- 4.9.1 all employees on the work and other persons and organizations who may be affected thereby;
- 4.9.2 all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- 4.9.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.
- 4.9.4 Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of the traffic way for the public and preservation of the Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed.
- 4.10 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or Owner, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract documents have been caused thereby. If Owner

determines that a change in the Contract documents is required because of the action taken in response to an emergency, a work directive change or change order will be issued to document the consequences of the changes or variation.

- 4.11 For substitutes not included with the Bid, but submitted after the effective date of the Agreement, Contractor shall make written application to Engineer for acceptance hereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change, all of which will be considered by the Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, Owner/Engineer and Contractor shall have access to any available float time in the construction schedule. In the event that substitute materials or equipment not included as part of the Bid, but proposed after the effective date of the Agreement, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate change order executed.

4.11.1 If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the Contract documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Engineer if Contractor submits sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract documents.

4.11.2 Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a change order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

4.11.3 Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the Work while the substitute was undergoing review.

- 4.12 The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the construction work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the project or parts of the project critical are involved, the Contractor will employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the Work. The Contractor will be held responsible for the preservation of all stakes, marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they will be immediately and accurately replaced by the Contractor.
- 4.13 The Contractor has, by careful examination, satisfied himself as to the nature and location of the Work and all other matters which can in any way affect the Work under this Contract, including, but not limited to details pertaining to boring, as shown on the drawings, are not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the Work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the soil investigations and other preliminary data, and shall base his Bid on his own opinion of the conditions likely to be encountered. In no event shall an extension of time be considered for any conditions that existed at the time of bidding, nor shall the Contractor receive extra compensation for completion of the project as intended by the drawings and in keeping with the Contract documents. No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- 4.14 If the Contractor, in the course of the Work, finds that the drawings and/or Contract documents cannot be followed, he shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's risk.

ARTICLE 5. OWNER'S RESPONSIBILITIES

- 5.1 Owner shall furnish the data required of Owner under the Contract documents promptly and shall make payments to the Contractor within a reasonable time (no more than twenty (20) days) after the Work has been accepted by the Owner. The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract documents shall be determined by the Owner/Engineer. Standard County forms shall be utilized.

- 5.2 The Owner shall provide the lands upon which the Work under this Contract is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.
- 5.3 The Owner shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract documents.

ARTICLE 6. CHANGES IN THE WORK

- 6.1 Without invalidating the Agreement and without notice to any Surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a change order, or a work directive change. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract documents (except as otherwise specifically provided).
- 6.2 Contractor shall not be entitled to an increase in the Contract price or an extension of the Contract time with respect to any Work performed that is not required by the Contract documents as amended, modified and supplemented.
- 6.3 Owner and Contractor shall execute appropriate change orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work.
- 6.4 At any time Engineer may request a quotation from Contractor for a proposed change in the Work and within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract price or Contract time for the proposed change. Engineer shall have twenty-one (21) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

ARTICLE 7. CHANGE OF CONTRACT PRICE

- 7.1 The Contract price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract price.
- 7.2 The Contract price may only be changed by change order or by a written amendment. Any claim for an increase or decrease in the Contract price shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within ten (10) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event.
- 7.3 The value of any Work covered by a change order or of any claim for an increase or decrease in the Contract price shall be determined in one of the following ways (at Owner's discretion):
- 7.3.1 Where the Work involved is covered by unit prices contained in the Contract documents, cost will be determined by application of such unit prices to the quantities of the items involved.
- 7.3.2 By mutual acceptance of lump sum.
- 7.3.3 On the basis of the cost of the Work, plus a 15% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either Owner or Contractor may make a claim for an adjustment in the Contract price. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment under the following conditions:
- 7.4.1 If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract price and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
- 7.4.2 If there is no corresponding adjustment with respect to any other item of Work; and
- 7.4.3 If a Contractor believes that it has incurred additional expense as a result thereof; or

7.4.4 If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or

7.4.5 If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

ARTICLE 8. CHANGE OF CONTRACT TIME

8.1 Contract time may only be changed by a change order or a written amendment. Any claim for an extension or shortening of the Contract time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event.

8.2 The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God.

8.3 All time limits stated in the Contract documents are of the essence.

ARTICLE 9. WARRANTY, TEST/INSPECTION, CORRECTION

9.1 Contractor warrants (for a minimum period of three (3) years or as otherwise stated herein) and guarantees to Owner that all Work will be in accordance with the Contract documents and will not be defective; that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the Work at reasonable time for their observation, inspecting and testing (Contractor shall give Engineer timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner).

9.2 If any Work (including work of others) that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract documents.

9.3 If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract documents, Owner may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of engineers, architects, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional Work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to an extension of the Contract time and the recovery of delay damages due to correcting or removing defective Work.

9.3.1 If Contractor fails within seven (7) days after written notice to correct defective Work, or fails to perform the Work in accordance with the Contract documents, or fails to comply with any other provision of the Contract documents, Owner may correct and remedy any such deficiency to the extent necessary to complete corrective and remedial action. Owner may exclude Contractor from all or part of the site, take possession of all or part of the Work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere. All direct and indirect costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer and a change order will be issued incorporating the necessary revisions.

9.3.2 If within three (3) years after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract documents, a Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective Work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor.

ARTICLE 10. SUSPENSION/TERMINATION OF WORK

10.1 Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which Work will be resumed. Contractor shall be allowed an increase in the Contract price or an extension of the Contract

time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore.

- 10.2 Owner may terminate the Contract if Contractor commences a voluntary case under any chapter of the Bankruptcy Code or any similar action by filing a petition under any other federal or state law relating to the bankruptcy or insolvency; if a petition is filed against the Contractor under any chapter of the Bankruptcy Code or similar relief under any other federal or state law; if Contractor persistently fails to perform the Work in accordance with the Contract documents; if Contractor disregards laws or regulations of any public body having jurisdiction or the Engineer; or otherwise violates in any substantial way any provisions of the Contract.

10.2.1 Owner may, after giving Contractor (and the Surety, if there is one) seven (7) days written notice and to the extent permitted by laws and regulations, terminate the services of Contractor; exclude Contractor from the site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the Work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the Work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract price, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner and incorporated in a change order; but in finishing the Work, Owner shall not be required to obtain the lowest figure for the Work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.

- 10.3 If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) days by Owner or under an order of court or other public authority, or Engineer fails to act on any application or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon seven (7) days written notice to Owner terminate the Agreement and recover from Owner payment for all Work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Engineer has failed to act on any application of payment or Owner has failed to make any payment as aforesaid, Contractor may upon seven (7) days written notice to Owner stop the Work until payment of all amounts then due.

ARTICLE 11. CONTRACT CLAIMS

- 11.1 The rendering of a decision by Engineer with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract documents or by laws or regulations in respect of any such claim, dispute or other matter. No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty (30) days after the date on which Owner/Engineer has rendered such written decision in respect thereof. Failure to bring an action within said thirty (30) day period shall result in Engineer's decision being final and binding on the Contractor. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.
- 11.2 Before bringing any action in court pertaining to any claim, dispute or other matter in question(s) arising out of or relating to the Contract documents or the breach thereof, or Engineer's final decision, except for claims which have been waived by the making and acceptance of final payment, the Contractor shall first submit written notice(s) of Contract claims to the Purchasing Official for a decision; within the earlier of sixty (60) days after the last date on which the Contractor provided any goods or services required by the Contract or after the date on which the Contractor knew or should have known such a claim existed. The Manatee County Code of Laws, Section 2-26-63, Contract Claims, details the requirements and process for such a claim.

ARTICLE 12. RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES

- 12.1 Resident Project Representative is Engineer/Owner's Agent, who will act as directed by and under the supervision of the Engineer, and who will confer with Owner/Engineer regarding his actions. Resident Project Representative's dealing in matters pertaining to the on-site Work shall, in general, be only with the Owner/Engineer and Contractor and dealings with Subcontractors shall only be through or with the full knowledge of Contractor.
- 12.2 Resident Project Representative will:
- 12.2.1 Review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by Contractor and consult with Owner/Engineer concerning their acceptability.
 - 12.2.2 Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.

- 12.2.3 Serve as Owner/Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the Contract documents. As requested by Owner/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work.
- 12.2.4 Receive and record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor and notify Owner/Engineer of their availability for examination.
- 12.2.5 Advise Owner/Engineer and Contractor or his superintendent immediately of the commencement of any Work requiring a shop drawing or sample submission if the submission has not been approved by the Owner/Engineer.
- 12.2.6 Conduct on-site observations of the Work in progress to assist Owner/Engineer in determining if the Work is proceeding in accordance with the Contract documents and that completed Work will conform to the Contract documents.
- 12.2.7 Report to Owner/Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract documents, or does not meet the requirements of any inspections, tests or approvals required or if Work has been damaged prior to final payment; and advise Owner/Engineer when he believes Work should be corrected or rejected or should be uncovered of observation or requires special testing, inspection or approval.
- 12.2.8 Verify that tests, equipment and system start-ups and operating and maintenance instructions are conducted as required by the Contract documents and in the presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
- 12.2.9 Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Engineer.
- 12.2.10 Transmit to Contractor, Owner/Engineer's clarifications and interpretations of the Contract documents.
- 12.2.11 Consider and evaluate Contractor's suggestions or modifications in drawings or Contract Documents and report them with recommendations to Owner/Engineer.

- 12.2.12 Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, Owner/Engineer's clarifications and interpretations of the Contract documents, progress reports and other project related documents.
- 12.2.13 Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to Owner/Engineer.
- 12.2.14 Record names, addresses and telephone numbers of all Contractors, Subcontractors and major Suppliers of materials and equipment.
- 12.2.15 Furnish Owner/Engineer periodic reports as required of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
- 12.2.16 Consult with Owner/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work.
- 12.2.17 Report immediately the occurrence of any accident.
- 12.2.18 Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Engineer, noting particularly their relation to the Schedule of Values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 12.2.19 During the course of the Work, verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed, and deliver this material to Owner/Engineer for his review prior to final acceptance of the Work.
- 12.2.20 Before Owner/Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- 12.2.21 Conduct final inspection in the company of Owner/Engineer and Contractor and prepare a final list of items to be completed or corrected.

12.2.22 Verify that all items on final list have been completed or corrected and make recommendations to Owner/Engineer concerning acceptance.

12.3 Except upon written instructions of Owner/Engineer, Resident Project Representative:

12.3.1 Shall not authorize any deviation from the Contract documents or approve any substitute materials or equipment;

12.3.2 Shall not exceed limitations on Owner/Engineer's authority as set forth in the Contract documents;

12.3.3 Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work;

12.3.4 Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract documents;

12.3.5 Shall not advise on or issue directions as to safety precautions and programs in connection with the Work;

12.3.6 Shall not authorize Owner to occupy the project in whole or in part; and

12.3.7 Shall not participate in specialized field or laboratory tests.

ARTICLE 13. APPRENTICES

13.1 If successful Contractor employs apprentices, he shall be governed and comply with the provisions of F.S. § 446.011.

NOTE: The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract shall be determined by the County. Standard County forms shall be utilized.

END OF SECTION

MAILING LABEL

Cut along the outside border and affix this label to your sealed Bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the Bid and the Bid due date and time where requested.

MAILING LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE:

SEALED BID - DO NOT OPEN

CONTRACTOR: _____

SEALED BID NO: IFB #13-1205CD

BID TITLE: SWWRF DEEP INJECTION WELL REHABILITATION

DUE DATE/TIME: _____ @ _____

CONTRACT DOCUMENTS

FOR

Southwest Water Reclamation Facility Injection Well Rehabilitation

BRADENTON, FLORIDA

March 2013 (Bid Documents)

PROJECT OWNER:

County of Manatee, Florida
c/o Manatee County Purchasing
1112 Manatee Avenue West
Bradenton, Florida 34205
(941) 748-4501

PREPARED BY:

CH2MHILL
4350 West Cypress Street, Suite 600
Tampa, Florida 33626
(813) 874-0777

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Contents

Southwest Water Reclamation Facility Injection Well Rehabilitation

DIVISION 1 — GENERAL REQUIREMENTS

SECTION 01001 GENERAL REQUIREMENTS	1
SECTION 01150 MEASUREMENT AND PAYMENT	17
SECTION 01505 MOBILIZATION AND SITE WORK	25

DIVISION 2 — SITE WORK

SECTION 02674 CASING	27
SECTION 02678 WELL DEVELOPMENT	31
SECTION 02684 WELL ACIDIZATION	33
SECTION 02685 WELLHEAD	37
SECTION 02686 STANDBY TIME, DOWN TIME and EXTRA WORK	39
SECTION 02687 TAG DEPTH	41
SECTION 02988 DEMOBILIZATION AND SITE CLEANUP	43

DIVISION 3 — CONCRETE

SECTION 03301 REINFORCED CONCRETE	45
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DIVISION 4 — 8 — NOT USED

DIVISION 9 — FINISHES

SECTION 09900 PAINTING AND PROTECTIVE COATINGS	49
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DRAWINGS

No. 1 Well Construction Details

No. 2 Location Map

No. 3 Injection Well Site Plan

No. 4 Site Map Discharge Location (Manhole)

No. 5 Injection Well and Monitor Well Wellhead Details

No. 6 Setup for Injection Well Acidizations

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SECTION 01001

GENERAL REQUIREMENTS

1.0 PROJECT DESCRIPTION

1.1 GENERAL

- 1.1.1 A brief description of the work is stated in the Invitation for Bids. To determine the full scope of the project or any particular part of the project, coordinate the applicable information in the several parts of these Contract Documents.
- 1.1.2 The following additional information, though not all-inclusive, is given to assist CONTRACTOR in their evaluation of the work required to meet the project objectives.
 - 1.1.2.1 The project consists of acidizing one (1) injection well at the Manatee County (OWNER) Southwest Regional Wastewater Treatment Plant (SWRWTP). This injection well has a 24-inch inside diameter carbon steel final injection casing. Drawing No. 1 shows the existing wellhead and injection well completion diagram for IW-1.
 - 1.1.2.2 The injection well is located in Bradenton, FL as shown in Drawing No. 2. The site maps are provided in Drawing No. 3 and Drawing No. 4.
 - 1.1.2.3 All activities shall be done during normal working hours (7:00 a.m. to 7:00 p.m., Monday through Friday), or as otherwise approved by ENGINEER and OWNER. To meet the project schedule, the CONTRACTOR can work weekends if required. CONTRACTOR shall submit a request to the ENGINEER for approval by the ENGINEER and OWNER at least 48 hours prior to the start of the proposed extended weekend work hours. Well development activities will be required to be done at night. The total time estimated for development is 32 hours for both pre and post acid development. Development will be conducted at night when the effluent flows to the WTP are lowest. It is anticipated that approximately 8 hours of development will be accomplished during each night shift. If it is deemed necessary to develop longer than 4 total days the Contractor will be allowed to request additional time to complete the work. The number of development days will include days that pumping was conducted and will not include days required to run the discharge line and set and remove the pump.
- 1.1.3 The OWNER, ENGINEER and the Florida Department of Environmental Protection (FDEP) in Tampa must be given at least 24 hours notice prior to any well acidization activities. Payment to the CONTRACTOR for standby time shall commence at the end of the 24-hour notice period, as long as such time is within normal working hours. If the OWNER or ENGINEER are notified to be on-site for drilling or testing activities and the CONTRACTOR is not ready, then ENGINEER shall be reimbursed for the ENGINEER's time by the CONTRACTOR at a rate of \$100.00 per hour (not to exceed \$1,000.00 per day) starting at the time scheduled by the CONTRACTOR and notified to the ENGINEER and the OWNER. Approval for any standby time to be paid to the CONTRACTOR must be made in writing by ENGINEER.
- 1.1.4 When completed, this project will provide the OWNER with one completed injection well rehabilitation consisting of re-development and acidization activities.

2.0 SEQUENCE OF OPERATIONS

2.1 SCHEDULING

- 2.1.1 Plan the work and carry it out with minimum interference to the operation of the existing facility. Prior to starting the work, confer with ENGINEER's representative to develop an

approved work schedule that will permit the facility to function as normally as practical. It may be necessary to do certain parts of the construction work outside normal working hours in order to avoid undesirable conditions. The CONTRACTOR shall do this work at such times, and at no additional cost to the OWNER, as approved by the ENGINEER. Do not make connections between existing work and new work until necessary inspection and tests have been completed on the new work and it is found to conform in all respects to the requirements of the Contract Documents.

- 2.1.2 In the event of unexpected rain event the OWNER may be required to temporarily halt operations and place the well back into service. The CONTRACTOR will be required to halt operations and temporarily place the well back into service if requested by the ENGINEER. The additional well kills required to place the well back in service will be paid according to Section 01150 Measurement and Payment.
- 2.1.2 Work on existing structures and facilities shall be performed on a schedule and in a manner that will permit any existing facilities to operate continuously except for the well being tested.
- 2.1.3 In order to meet the overall objectives of the project, the work will proceed at the site in the following general sequence of activities:
1. A pre-bid meeting will be held at the SWRWTP to address potential CONTRACTOR's questions pertaining to the Bid Documents prior to bidding.
 2. A pre-construction meeting will be held at the SWRWTP to discuss the project with the selected CONTRACTOR prior to initiating the work. This meeting will be scheduled at the time of the CONTRACTOR's Notice to Proceed.
 3. The CONTRACTOR shall prepare a Maintenance of Traffic Plan for OWNER approval. CONTRACTOR will be responsible for coordinating and obtaining any permits required by local agencies as specified in the ensuing sections of these specifications.
 4. The CONTRACTOR shall mobilize all equipment necessary to complete the acidization and rehabilitation work at the SWRWTP injection well in accordance with Section MOBILIZATION AND SITE WORK. The ENGINEER will have a resident observer on location during rehabilitation activities to document activities for the OWNER.
 5. The CONTRACTOR shall secure the site to the satisfaction of the ENGINEER. This will include proper storage of chemicals, lockout of equipment while not onsite, and securing the perimeter gate when leaving site. CONTRACTOR will provide 24 hour site supervision while HCl is stored on site. CONTRACTOR will set up equipment at IW-1, and lower the water level in the well by pumping a concentrated salt solution (brine) into the well in accordance with Section WELL ACIDIZATION. The CONTRACTOR shall be responsible for maintaining control of artesian pressures at all times. The total depth of the well shall be sounded in accordance with Section TAG DEPTH.
 6. The CONTRACTOR will repair the injection well and monitoring well casings in accordance with Section WELL DEVELOPMENT.
 7. The CONTRACTOR will be responsible for constructing a temporary discharge line to a sanitary sewer manhole located along Cortez Road, approximately 400 to 500 feet from IW-1 (DRAWING No. 4). If the discharge line must cross the surface of 119th St. it will only be allowed at night and will require the CONTRACTOR to remove the pipe and open the road during the day.

8. The CONTRACTOR will then install a vertical turbine pump with discharge piping and appurtenances capable of pumping 4,500 gallons per minute (gpm) from the injection well in accordance with Section WELL DEVELOPMENT. The pump shall be installed in a manner that will allow control of flow from the well at all times. The discharge piping shall be equipped with a calibrated flow meter capable of accurately measuring the flow from the well.
9. CONTRACTOR will develop the well for such time as determined by the ENGINEER. The discharge from the well will be routed to a FRAC tank or other appropriate storage container with a volume of approximately 20,000 gallons so that water quality can be monitored. The water from the storage container will then be discharged to a sanitary sewer manhole located along Cortez Road, approximately 400 to 500 feet from IW-1. The discharge rate shall be carefully controlled so that the sanitary sewer pipeline leading to the SWRWTP will not overflow.
10. At the conclusion of pre-acidization development activities, the CONTRACTOR shall remove the vertical turbine pump from the well and prepare the wellhead for the well acidization in accordance with Section WELL ACIDIZATION. FDEP shall be notified 24 hours prior to all acidization activities at the site.
11. A 2-inch diameter acid injection line shall be installed in the well to a depth between 200 and 600 feet below land surface (bls), as directed by the ENGINEER. Calibrated flow meters and pressure gauges shall be installed as necessary to monitor flow and pressure at the wellhead during the acidization activities. The wellhead assembly and injection lines shall be constructed free of leaks.
12. The CONTRACTOR shall pump up to 35,000 gallons of 32 percent inhibited concentrated hydrochloric acid (HCl) into the well as directed by the ENGINEER in accordance with Section WELL ACIDIZATION. The acid will be pumped in up to 8 batches. The acid shall be pumped continuously by the CONTRACTOR for each batch. The acid will be staged in a large holding tank. Reclaimed water shall be pumped into the injection well after each batch of acid. Reclaimed water will be provided by the County and will be injected into the well by the existing set-up at the well site. Injection rates are anticipated to be between 500 gpm and 2,100 gpm for approximately 1 to 4 hours following the acid injection. Acid and water injection rates and wellhead pressures shall be monitored closely and adjusted as necessary to insure safe and effective placement of the acid. The pump utilized to inject the acid must be capable of pumping 100 gpm at 30 pounds per square inch (psi) at the wellhead. The contractor will also provide an additional stand-by pump capable of pumping at least 100 gpm of water at a wellhead pressure of 100 psi through a 3-inch port on the wellhead in the event pressures in the well increase above the line pressure in the reclaimed system.
13. After water injection following the final batch of acid injection, the CONTRACTOR shall close all valves at the injection well and shut-in the well for approximately 12 hours unless otherwise directed by the ENGINEER. Following this static period and at the time directed by the ENGINEER, the CONTRACTOR shall release pressure off the wellhead, kill the well if necessary to control flow from the well, and remove the acid and water injection lines from the acidized injection well.
14. The CONTRACTOR shall install a vertical turbine pump with discharge piping and appurtenances capable of pumping 4,500 gpm from the injection well to remove spent acid and by-products in accordance with Section WELL DEVELOPMENT. Water produced from the well shall be conveyed into a storage tank for testing and pH

adjustment as required, and then to the sanitary sewer manhole located on Cortez Road approximately 400 to 500 feet from the well. The discharge piping shall be equipped with a calibrated flow meter capable of accurately measuring the flow from the well. Water level and flow measurements may be made by the ENGINEER as the spent acid is pumped off. The discharge rate shall be carefully controlled at all times so that the sanitary sewer pipeline leading to the SWRWTP will not overflow.

15. The CONTRACTOR shall remove the pump and appurtenances from the wellhead in accordance with Section WELL DEVELOPMENT. The total depth of the well will be sounded in accordance with Section TAG DEPTH. A concentrated salt solution shall be pumped into the well, if necessary, to control artesian flow, and the wellhead will be reassembled in accordance with Section WELLHEAD for the ENGINEER to test the well under injection conditions.
16. The CONTRACTOR shall demobilize all equipment, and clean and restore the site to its pre-existing condition in accordance with Section DEMOBILIZATION AND SITE CLEANUP. Grass and landscaping surrounding IW-1 must also be restored to their original condition. The CONTRACTOR will not be required to re-paint the wellheads upon completion of the work. This will be performed by the OWNER.
17. A final inspection shall be conducted prior to releasing the CONTRACTOR from the site. CONTRACTOR attendance is mandatory.
18. The CONTRACTOR will provide the ENGINEER with a report each day summarizing the daily activities. The report should include items such as, safety meetings, personnel onsite, work completed, units of material used, etc.

2.1.4 Equipment and Personnel

2.1.4.1 General

- 2.1.4.1.1 The CONTRACTOR shall furnish capable personnel and equipment to perform the well acidization and development in accordance with Section 2.1.3, above. The CONTRACTOR's drilling rigs, tools, equipment, methods, and personnel shall be subject to the ENGINEER's approval.
- 2.1.4.1.2 The Bidder shall submit with this Bid the information listed in the Proposal regarding the equipment he plans to use for this project.
- 2.1.4.1.3 The Bidder shall submit with this information a statement indicating ownership or lease agreement on this equipment and the location or locations of each one of them during the 10 days following the Bid opening. If requested by the ENGINEER, the Bidder shall facilitate the inspection by the ENGINEER or his representative of the equipment described, together with proof of ownership or lease agreement. Failure on the part of the Bidder to fulfill any of the above requirements shall be grounds to reject his bid.
- 2.1.4.1.4 The CONTRACTOR, in addition to furnishing the services of skilled and experienced drillers, shall also furnish an adequate number of competent helpers. The drillers shall be capable of keeping good and clean well logs and reports of the development, acidization, and testing operations, in a format acceptable to the ENGINEER. Daily reports must be provided to the ENGINEER the following working day prior to beginning work on the well.

2.1.5 Permits

- 2.1.5.1 Upon Notice of Award, the CONTRACTOR shall apply for all necessary permits with local and state regulatory agencies for the acidization of the injection well. This may also include permitting and coordination with the other state or local agencies such as the Department of Transportation (DOT) for traffic control. CONTRACTOR will be responsible for developing a Maintenance of Traffic (MOT) plan. CONTRACTOR will need to submit the MOT plan to FDOT (and copy Manatee County) for approval to close 119th Street West and the sidewalk (if closed) along Cortez Boulevard. The CONTRACTOR shall be responsible for any associated fees related to this activity.
- 2.1.5.2 The required FDEP Underground Injection Control (UIC) permit(s) if any, shall be obtained by the OWNER. No additional FDEP permits are anticipated for this project. OWNER has obtained permission from the FDEP to complete the work, however the CONTRACTOR must give OWNER a minimum of 48 hour notice prior to beginning work so FDEP can be notified that work is beginning.
- 2.1.5.3 No drilling or testing operations shall commence before permission is obtained from the FDEP.
- 2.1.5.4 The CONTRACTOR shall keep fully informed of all local ordinances, state and federal laws and regulations, and interpretations of these laws, ordinances and regulations by a governmental body or agency, including but not limited to, the FDEP, the US Environmental Protection Agency (USEPA), and the Southwest Florida Water Management District (SWFWMD), and the DOT which in any manner affect the work herein specified. The CONTRACTOR shall at all times comply with said ordinances, laws and regulations, and protect and indemnify the OWNER, the ENGINEER, and the respective employees, and their officers and agents against any claim or liability arising from or based on the violation of such laws, ordinances, or regulations. All permits, licenses, and inspection fees necessary for protection and completion of the work shall be secured and paid for by the CONTRACTOR unless otherwise specified.

2.1.6 Standby Time

- 2.1.6.1 General
 - 2.1.6.1.1 During the progress of the work under these Specifications, it may be necessary for the ENGINEER to perform work of an experimental nature on the well that will require the services of the drilling crew and drilling equipment, or work that may require such crew and equipment to stand by during normal working hours.
 - 2.1.6.1.2 In such an event, the representative of the ENGINEER shall request CONTRACTOR to furnish such assistance or to cease operation, and will state the anticipated extent or duration thereof. The CONTRACTOR shall promptly furnish such assistance or cease operations. The time required for this purpose, , shall be paid on an hourly basis at the unit Contract prices as stated in the Proposal of these Specifications for Furnishing drilling rig and crew to perform extra work or for standby time.
 - 2.1.6.1.3 Standby time shall be paid to the CONTRACTOR only upon written notice by the CONTRACTOR to the ENGINEER at the start of the standby time period. At the conclusion of the standby time period, the ENGINEER shall notify the CONTRACTOR in writing. Standby time shall not be paid where such time is specified in the

specification for notification requirements. Standby time will be limited to 10 hours per work day. The ENGINEER shall be the sole judge as to when standby time is applicable.

2.2 COORDINATION

- 2.2.1 The CONTRACTOR shall cooperate in the coordination of his activities in a manner that will provide the least interference with the OWNER's operations and other contractors and utility companies working in the area, and in the interfacing and connection of the separate elements of the overall project work. The CONTRACTOR shall enter and exit the IW-1 site using existing gates and shall store equipment at a location approved by the reclamation facility superintendent.
- 2.2.2 If any difficulty or dispute should arise in the accomplishment of the above, the problem shall be brought immediately to the attention of the ENGINEER.
- 2.2.3 All contractors working on this site are subject to this requirement for cooperation, and all shall abide by the ENGINEER'S decision in resolving project coordination problems without additional cost to the ENGINEER.

- 2.3 OPERATION OF EXISTING SYSTEM PROHIBITED. At no time undertake to close off any line or open valves or take any other action which would affect the operation of the existing system, except as specifically required by the Drawings and Specifications and after approval is granted by the OWNER.
- 2.4 WORK TO BE PERFORMED BY OTHERS: During the construction period for this project, the OWNER (either with his own forces or under a separate contract) may be performing work that will require the cooperation of CONTRACTOR in scheduling and coordination to avoid conflicts.

3.0 SITE CONDITIONS

3.1 SITE INVESTIGATION AND REPRESENTATION

- 3.1.1 The CONTRACTOR acknowledges satisfaction as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, access to the site, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and all other matters which can in any way affect the work or the cost thereof under these Contract Documents.
- 3.1.2 The CONTRACTOR further acknowledges satisfaction as to character, quality, and quantity of surface and subsurface materials to be encountered from his inspection of the site and from reviewing any available records of exploratory work furnished by the OWNER or included in these Contract Documents. Failure by the CONTRACTOR to become acquainted with the physical conditions of the site and all available information will not relieve the CONTRACTOR from responsibility for properly estimating the difficulty or cost of successfully performing the work.
- 3.1.3 The CONTRACTOR warrants that as a result of examination and investigation of all the aforesaid data, the CONTRACTOR can perform the work in a good and workmanlike manner and to the satisfaction of the ENGINEER. The ENGINEER assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of these Contract Documents, unless such representations are expressly stated in the Contract Documents.

3.2 INFORMATION ON SITE CONDITIONS

- 3.2.1 General: Any information obtained by the ENGINEER regarding site conditions, subsurface information, groundwater elevations, existing construction of site facilities as applicable, and similar data will be available for inspection at the office of the ENGINEER upon request. Such

information is offered as supplementary information only. Neither the ENGINEER nor the OWNER assumes any responsibility for the completeness or interpretation of such supplementary information.

- 3.3 SUBSURFACE INVESTIGATION: Test holes may have been excavated to indicate subsurface materials at particular locations. Neither the OWNER nor the ENGINEER assumes any responsibility whatever in respect to the sufficiency or accuracy of borings made, or of the log of test borings, or of other investigations, or of the interpretations made thereof, and there is no warranty or guarantee, either expressed or implied, that the conditions indicated by such investigations are representative of those existing throughout such area, or any part thereof, or that unforeseen developments may not occur.
- 3.4 DIFFERING SUBSURFACE CONDITIONS
- 3.4.1 In the event subsurface or latent physical conditions are found materially different from those indicated in these Contract Documents, and differing materially from those ordinarily encountered and generally recognized as inherent in the character of work covered in these Contract Documents, the CONTRACTOR shall promptly, and before such conditions are disturbed, notify the ENGINEER in writing of such changed conditions.
- 3.4.2 The ENGINEER will investigate such conditions promptly and following this investigation, the CONTRACTOR shall proceed with the work, unless otherwise instructed by the ENGINEER. If the ENGINEER finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for performing the work, the ENGINEER will recommend to the OWNER the amount of adjustment in cost and time he considers reasonable. The OWNER will make the final decision on all Change Orders to the Contract Documents regarding any adjustment in cost or time for completion.
- 3.5 UTILITIES
- 3.5.1 Known utilities and structures adjacent to or expected to be encountered in the work can be found in existing records and information available from existing utility plans. However, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures found therein. No responsibility is assumed by either the OWNER or the ENGINEER for their accuracy or completeness, and responsibility for obtaining this information is left to the CONTRACTOR. CONTRACTOR is solely responsible for locating all underground utilities. OWNER will assist when necessary in locating OWNER irrigation pipelines and sprinkler heads.
- 3.6 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE
- 3.6.1 Where the CONTRACTOR's operations could cause damage or inconvenience to airport, railway, telephone, television, power, oil, gas, water, sewer, or irrigation systems, the operations shall be suspended until all arrangements necessary for the protection of these utilities and services have been made by the CONTRACTOR.
- 3.6.2 Notify all utility offices which are affected by the construction operation at least 48 hours in advance. Under no circumstances expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities.
- 3.6.3 Protect all utility poles from damage. If interfering power poles, telephone poles, guy wires, or anchors are encountered, notify the ENGINEER and the appropriate utility company at least 48 hours in advance of construction operations to permit the necessary arrangements for protection or relocation of the interfering structure.
- 3.6.4 The CONTRACTOR shall be solely and directly responsible to the OWNER and operators of such properties for any damage, injury expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under these Contract Documents.

- 3.6.5 Neither the OWNER, ENGINEER, nor their officers or agents shall be responsible to the CONTRACTOR for damages as a result of the CONTRACTOR's failure to protect utilities encountered in the work.
- 3.6.6 If the CONTRACTOR while performing the work of these Contract Documents discovered utility facilities not identified by the public agency he shall immediately notify the ENGINEER, public agency, and utility in writing.
- 3.6.7 The public utility, where they are the OWNER, shall have the sole discretion to perform repairs or relocation work or permit the CONTRACTOR to do such repairs or relocation work at a reasonable price.
- 3.6.8 In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, promptly notify the proper authority. Cooperate with said authority in restoration of services as promptly as possible and bear all cost of repair. In no case shall interruption of any water or utility service be allowed to exist outside working hours unless prior approval is granted.
- 3.6.9 Drainage culverts which need to be removed by the CONTRACTOR shall be replaced in kind at the expense of the CONTRACTOR.
- 3.6.10 The CONTRACTOR shall replace, at his own expense, all existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract Documents or ordered by the ENGINEER.
- 3.7 INTERFERING STRUCTURES
 - 3.7.1 The CONTRACTOR shall take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground. An attempt has been made to show major structures on the Drawings. The completeness and accuracy of information shown cannot be guaranteed, and it is presented simply as a guide to avoid known possible difficulties.
 - 3.7.2 Protect underground and aboveground existing structures from damage, whether or not they lie within the limits of the easements obtained by the OWNER. Where such existing fences, gates, barns, sheds, buildings, or any other structures must be removed in order to properly carry out the construction, or are damaged during construction, restore to their original condition to the satisfaction of the property owner involved at the CONTRACTOR's own expense. Notify the ENGINEER of any damaged underground structure, and make repairs or replacements before backfilling.
 - 3.7.3 Without additional compensation, the CONTRACTOR may remove and replace in a condition as good as or better than original, such small miscellaneous structures as fences, mailboxes, and signposts that interfere with the CONTRACTOR's operations.
- 3.8 EASEMENTS
 - 3.8.1 Where portions of the work are located on public or private property, easement and permits will be obtained by the OWNER. Easements will provide for the use of property for construction purposes to the extent indicated on the easements. Copies of these easements and permits will be made available upon request to the OWNER. It shall be the CONTRACTOR's responsibility to determine the adequacy of the easement obtained in every case and to abide by all requirements and provisions of the easement. The CONTRACTOR shall confine his construction operations to within the easement limits or street right-of-way limits or make special arrangements with the property owners or appropriate public agency for the additional area required. Any damage to property, either inside or outside the limits of the easements provided by the OWNER, shall be the responsibility of the CONTRACTOR as specified herein. The CONTRACTOR shall remove, protect, and replace all fences or other items encountered on public or private property. Before final payment will be authorized by

the ENGINEER, the CONTRACTOR will be required to furnish the OWNER with written releases from property owners or public agencies where side agreements or special easements have been made by the CONTRACTOR or where the CONTRACTOR's operations, for any reason, have not been kept within the construction right-of-way obtained by the OWNER.

- 3.8.2 It is anticipated that the required easements and permits will be obtained before construction is started. However, should the procurement of any easement or permit be delayed, the CONTRACTOR shall schedule and perform the work around these areas until such a time as the easement or permit has been secured.

- 3.9 LAND MONUMENTS: The CONTRACTOR shall notify the ENGINEER of any existing federal, state, county, city, and private land monuments encountered. Private monuments that are within 3 feet of the well borehole shall be preserved, or replaced by a licensed surveyor at the CONTRACTOR's expense. When Government monuments are encountered, the CONTRACTOR shall notify the ENGINEER at least 2 weeks in advance of the proposed construction in order that the ENGINEER will have ample opportunity to notify the proper authority and reference these monuments for later replacement.

4.0 TEMPORARY CONSTRUCTION UTILITIES AND FACILITIES

- 4.1 TEMPORARY WATER: Reclaimed water is available at the project site. The CONTRACTOR may use reclaimed water from the SWRWTP. The CONTRACTOR shall coordinate with the OWNER staff for obtaining reclaimed water and the CONTRACTOR shall be responsible for necessary piping and fittings to obtain water.
- 4.2 TEMPORARY ELECTRIC POWER: Electrical power (100 amp 480 volt) is available at the site. The CONTRACTOR shall be responsible to make arrangements for connection to the electrical power service and pay all costs for the electric power used during the Contract period, if required.
- 4.3 POTABLE WATER: Potable water is available on site. It is the CONTRACTOR responsibility to arrange potable water connection with the OWNER. CONTRACTOR will need to coordinate water connection by contacting Utilities Customer Service at 941-792-8811, option 1.
- 4.4 SAFETY REQUIREMENTS FOR TEMPORARY ELECTRIC POWER: Temporary electrical power installation shall meet the construction safety requirements of OSHA, state, and other governing agencies.
- 4.5 SANITARY FACILITIES: The CONTRACTOR shall provide and maintain sanitary facilities for his employees and his CONTRACTORS' employees that will comply with the regulations of the local and state departments of health and as directed by the ENGINEER.
- 4.6 STORAGE OF MATERIALS: Materials shall be so stored as to ensure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the owner or lessee.
- 4.7 USE OF EXISTING STORMWATER DITCH or CULVERT: The CONTRACTOR may explore using a culvert to cross underneath 119th St with the discharge line rather than over the top of the road. If used, CONTRACTOR would be responsible for removing necessary sediment to access the ditch, and would be responsible for removing the temporary discharge line during rainfall events. CONTRACTOR should confirm size and location of pipe, as County was unable to locate through records, or determine through field visit the location and/or size of local stormwater culverts that could be used for road crossing.

5.0 SAFETY AND CONVENIENCE

- 5.1 CONSTRUCTION SAFETY PROGRAM
- 5.1.1 The CONTRACTOR shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The

CONTRACTOR shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

- 5.1.2 The safety program shall include a procedure specific safety plan and procedures including eye wash station, vapor drift monitoring, and secondary spill containment if stand alone tanks are used to store acid.
- 5.1.3 The duty of the ENGINEER to conduct construction review of the CONTRACTOR's performance is not intended to include a review or approval of the adequacy of the CONTRACTOR's safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site.

5.2 SAFETY EQUIPMENT

- 5.2.1 The CONTRACTOR, as part of his safety program, shall maintain at his office or other well-known place at the jobsite, safety equipment applicable to the work as prescribed by the governing safety authorities, all articles necessary for giving first-aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of any person who may be injured on the jobsite.
- 5.2.2 The CONTRACTOR shall stage a minimum of 2,000 pounds of soda ash at locations adjacent to the wellhead, adjacent to the acid tanker, and adjacent to the pump and piping.
- 5.2.3 The CONTRACTOR shall set up a safety station at least 50 feet from the wellhead, upwind if practical, which will include open water tank large enough to immerse a person, eye wash station, wind flag, and escape route.
- 5.2.4 The CONTRACTOR shall perform a hazard analysis and select the appropriate personal protective equipment (PPE) for the work being completed. The CONTRACTOR shall verify that all safety equipment is on site and confirm wind direction. Keep all employees upwind. Road adjacent to site may need to be blocked depending on wind direction.
- 5.2.5 The CONTRACTOR shall conduct a Safety and Environmental meeting to discuss procedure with all personnel on site prior to beginning work. A job safety analysis will be conducted prior to work.
- 5.2.6 The CONTRACTOR shall be responsible for coordinating with the local HAZMAT authorities to obtain any required site inspections, permits, approval, and on-site presence during acidization.
- 5.2.7 The CONTRACTOR shall do all work necessary to protect the general public from hazards, including, but not limited to surface irregularities or unramped grade changes in pedestrian sidewalk or walkway, and trenches or excavations in roadway. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the work.
- 5.2.8 The performance of all work and all completed construction, particularly with respect to ladders, platforms, structure openings, scaffolding, shoring, lagging, machinery guards and the like, shall be in accordance with the applicable governing safety authorities.
- 5.2.9 During construction, the CONTRACTOR shall construct and at all times maintain satisfactory and substantial temporary chain link fencing, solid fencing, railing, barricades or steel plates, as applicable, at all openings, obstructions, or other hazards in streets, sidewalks, floors, roofs, and walkways. All such barriers shall have adequate warning lights as necessary, or required, for safety.
- 5.2.10 The CONTRACTOR shall construct a temporary, 6-foot high chain link fence along the perimeter of the work area. The enclosed area should be large enough so that all equipment can be contained within during non-work hours. The fenced area should have a lockable gate for ingress and egress.

- 5.2.11 CONTRACTOR will provide a continuous 24 hour/day manned presence when HCl is staged on the site.
- 5.3 ACCIDENT REPORTS
- 5.3.1 If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the ENGINEER and OWNER. In addition, the CONTRACTOR must promptly report in writing to the ENGINEER and OWNER all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.
- 5.3.2 If a claim is made by anyone against the CONTRACTOR or any CONTRACTOR on account of any accident, the CONTRACTOR shall promptly report the facts in writing to the ENGINEER and OWNER, giving full details of the claim.
- 5.4 SAFE ACCESS BY FEDERAL, STATE, AND LOCAL GOVERNMENT OFFICIALS: Authorized representatives of the FDEP, and other government officials shall at all times have safe access to the work, and the CONTRACTOR shall provide proper facilities for such access and inspection.
- 5.5 TRAFFIC MAINTENANCE AND SAFETY: The CONTRACTOR shall comply with all rules and regulations of the state, county, and city authorities regarding closing or restricting the use of public streets, highways or any portion of the well site. No public or private road shall be closed, except by express permission of the OWNER. Conduct the work so as to assure the least possible obstruction to traffic and normal commercial pursuits. It is anticipated that 119th street near Cortez road may need to be closed during development of the well. CONTRACTOR shall prepare a Maintenance of Traffic Plan for OWNER approval. Protect all obstructions within traveled roadways by installing approved signs, barricades, and lights where necessary for the safety of the public. The convenience of the general public and residents adjacent to the project, and the protection of persons and property are the prime importance and shall be provided for in an adequate and satisfactory manner.
- 5.6 PROTECTION OF PROPERTY: The CONTRACTOR shall protect stored materials, cultivated trees and crops, and other items located adjacent to the proposed work. Notify property owners affected by the Construction at least 48 hours in advance of the time construction begins. During construction operations, construct and maintain such facilities as may be required to provide access by all property owners to their property.
- 5.7 FIRE PREVENTION AND PROTECTION: The CONTRACTOR shall perform all work in a fire-safe manner. He shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. The CONTRACTOR shall comply with applicable federal, state, and local fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.
- 5.8 ACCESS FOR POLICE, FIRE, AND POSTAL SERVICE
- 5.8.1 Notify the Local fire department and police department before closing any street or portion thereof. No closing shall be made without the OWNER's approval. Notify said departments when the streets are again passable for emergency vehicles. Do not block off emergency vehicles access to consecutive arterial crossings or dead-ends streets, in excess of 300 linear feet, without special written permission from the fire department. Conduct operations with the least interference to the fire equipment access, and at no time prevent such access.
- 5.8.2 The CONTRACTOR shall leave a night emergency telephone number or numbers with the police department, SWRWTP operators and ENGINEER so that contact may be made easily at all times in case of barricade and flare trouble or other emergencies.
- 5.8.3 If a hurricane watch or hurricane warning is declared for the County, the CONTRACTOR shall at the discretion of the OWNER, and at no additional cost to the OWNER, restore the permanent wellhead and piping at each injection well and properly secure all materials and equipment at the project site. Work will resume at no additional cost to the OWNER when the hurricane watch or warning is lifted.

- 5.8.4 In the event of an approaching tropical storm or extreme rain conditions the OWNER may need to use the injection well at the SWRWTP. In this case, the CONTRACTOR shall, at no additional cost to the OWNER, restore the permanent wellhead and piping at each injection well and return each well to full operation. Work will resume at no additional cost to the OWNER when the tropical storm conditions have passed.

6.0 PRESERVATION, RESTORATION, AND CLEANUP

6.1 SITE RESTORATION AND CLEANUP

- 6.1.1 The CONTRACTOR shall at all times during the work, keep the premises clean and orderly, and upon completion of the work, repair all damage caused by equipment and leave the project free of rubbish or excess materials of any kind.
- 6.1.2 Stockpile excavated materials in a manner that will cause the least damage to adjacent lawns, grassed areas, gardens, shrubbery, or fences, regardless of whether these are on private property, or on state, county, or city rights-of-way. Remove all excavated materials from grassed and planted areas, and leave these surfaces in a condition equivalent to their original condition.

- 6.2 **TREE REMOVAL:** No trees shall be removed without the express written approval of the ENGINEER. Removed trees will be disposed of off the worksite by the CONTRACTOR and as directed by the ENGINEER.
- 6.3 **RESEEDING AND FERTILIZING:** Originally seeded areas outside dedicated rights-of-way or easements shall be fertilized and reseeded with first-quality seed or planted with new sod as approved by the property owner. All ground preparation, reseeding, and sodding shall be done in accordance with the best accepted practices for lawn planting. The CONTRACTOR shall be responsible for obtaining a satisfactory grass turf acceptable to the property owner.
- 6.4 **FINISHING OF SITE, BORROW, AND STORAGE AREAS:** Upon completion of the project, all areas used by the CONTRACTOR shall be properly cleared of all temporary structures, rubbish, and waste materials and properly graded to drain and blend in with the abutting property. Areas used for the deposit of waste materials shall be finished to properly drain and blend with the surrounding terrain.
- 6.5 **REMOVAL OF ROCK FROM FINISHED SURFACES:** Remove and dispose of all loose rock and boulders larger than 2-inch diameter occurring on the finished surfaces as a result of the construction operations.
- 6.6 **STREET CLEANUP DURING CONSTRUCTION:** Thoroughly clean all spilled dirt, gravel, or other foreign material caused by the construction operations from all streets and roads at the conclusion of each day's operation.
- 6.7 **DUST PREVENTION:** Give all unpaved streets, roads, detours, or haul roads used in the construction area an approved dust-preventive treatment or periodically water to prevent dust. Applicable environmental regulations for dust prevention shall be strictly enforced.
- 6.8 **HANDLING OF BRINE:** The CONTRACTOR shall make a conscience effort to maintain and contain all brine used for controlling the artesian head at the injection well to avoid brine contamination to the site. Point of disposal shall not impact vegetation and shall be approved by the ENGINEER.
- 6.9 **NOISE CONTROL:** Minimize noise by executing work using appropriate construction methods and equipment. If necessary, provide acoustical barriers so noise emanating from tools or equipment will not exceed legal noise levels.
- 6.10 **DRESS STANDARD:** The CONTRACTOR's employees shall dress appropriately while onsite. Long pants and shirts must be worn at all times. Clothing shall be free of holes, tears, and writing or other material that could be viewed as either offensive or harassing.

7.0 SUBMITTALS DURING CONSTRUCTION

7.1 GENERAL

- 7.1.1 Requirements in this section are in addition to any specific requirements for submittals specified in other sections of these Contract Documents.

- 7.1.2 Submittals to the ENGINEER shall be addressed to:
- CH2M HILL
4350 West Cypress Street, Suite 600
Tampa, Florida 33622-1647
Attention: Pete Larkin
- 7.1.3 Submitted data shall be fully sufficient in detail for determination of compliance with the Contract Documents.
- 7.1.4 The review, acceptance, or approval of substitutions, schedules, shop drawings, lists of materials, and procedures submitted or requested by the CONTRACTOR shall not add to the Contract amount, and all additional costs which may result there from shall be solely the obligation of the CONTRACTOR.
- 7.1.5 The ENGINEER is not precluded by virtue of review, acceptance, or approval, from obtaining a credit for construction savings resulting from allowed concessions in the work or materials therefore.
- 7.1.6 It shall not be the responsibility of the ENGINEER to provide engineering or other services to protect the CONTRACTOR from additional costs accruing from such approvals.
- 7.1.7 No equipment or material for which listings, drawings, or descriptive material is required shall be installed until the ENGINEER has on hand copies of such approved lists and the appropriately stamped final shop drawings.
- 7.1.8 The review of drawings by the ENGINEER will be limited to the general design requirements only, and shall in no way relieve the CONTRACTOR from responsibility for errors or omissions contained therein.
- 7.1.9 Submittals will be acted upon by the ENGINEER as promptly as possible, and returned to the CONTRACTOR not later than the time allowed for review in SHOP DRAWING SUBMITTAL PROCEDURE. Delays caused by the need for re-submittals shall not constitute reason for an extension of Contract time.
- 7.2 SHOP DRAWING SUBMITTAL PROCEDURE
- 7.2.1 The CONTRACTOR shall submit six copies, to the ENGINEER for his review, shop drawings, project schedule, pressure gauge data (including certification), and catalog cuts for fabricated items and manufactured items (including mechanical and electrical equipment) furnished under this Contract. Shop drawings shall be submitted in sufficient time to allow the ENGINEER not less than 5 regular working days for examining the shop drawings.
- 7.2.2 These shop drawings shall be accurate, distinct, and complete, and shall contain all required information, including satisfactory identification of items, units, and assemblies in relation to the Contract Drawings and Specifications.
- 7.2.3 Shop drawings shall be submitted only by the CONTRACTOR, who shall indicate by a signed stamp on the shop drawings, or other approved means, that he (the CONTRACTOR) has checked and approved the shop drawings, and that the work shown is in accordance with Contract requirements and has been checked for dimensions and relationship with work of all other trades involved. The practice of submitting incomplete or unchecked shop drawings for the ENGINEER to correct or finish will not be acceptable, and shop drawings which, in the opinion of the ENGINEER, clearly indicate that they have not been checked by the CONTRACTOR will be considered as not complying with the intent of the Contract Documents and will be returned to the CONTRACTOR for resubmission in the proper form.
- 7.2.4 When the shop drawings have been reviewed by the ENGINEER, two sets of submittals will be returned to the CONTRACTOR appropriately stamped. If major changes or corrections are necessary, the shop drawing may be rejected and one set will be returned to the CONTRACTOR with such changes or corrections indicated, and the CONTRACTOR shall

correct and resubmit the shop drawings in the same manner and quantity as specified for the original submittal, unless otherwise directed by the ENGINEER. If changes are made by the CONTRACTOR (in addition to those requested by the ENGINEER) on the resubmitted shop drawings, such changes shall be clearly explained in a transmittal letter accompanying the resubmitted shop drawings.

- 7.2.5 The review of such shop drawings and catalog cuts by the ENGINEER shall not relieve the CONTRACTOR from responsibility for correctness of dimensions, fabrication details, and space requirements, or for deviations from the Contract Drawings or Specifications, unless the CONTRACTOR has called attention to such deviations in writing by a letter accompanying the shop drawings and the ENGINEER approves the change or deviation in writing at the time of submission; nor shall review by the ENGINEER relieve the CONTRACTOR from the responsibility for errors in the shop drawings.
- 7.2.6 The CONTRACTOR agrees that shop drawings submittals processed by the ENGINEER do not become Contract Documents and are not Change Orders; that the purpose of the shop drawing review is to establish a reporting procedure and is intended for the CONTRACTOR's convenience in organizing his work and to permit the ENGINEER to monitor the CONTRACTOR's progress and understanding of the design.

7.3 SAMPLES AND TEST SPECIMENS

- 7.3.1 Where required in the Specifications, and as determined necessary by the ENGINEER, test specimens or samples of materials, appliances, and fittings to be used or offered for use in connection with the work shall be submitted to the ENGINEER at the CONTRACTOR's expense, with information as to their sources, with all cartage charges prepaid, and in such quantities and sizes as may be required for proper examination and tests to establish the quality or equality thereof, as applicable.
- 7.3.2 All samples and test specimens shall be submitted in ample time to enable the ENGINEER to make any tests or examinations necessary, without delay to the work. The CONTRACTOR will be held responsible for any loss of time due to this neglect or failure to deliver the required samples to the ENGINEER, as specified.
- 7.3.3 Samples also shall be taken during the course of the work, as required by the ENGINEER.
- 7.3.4 All tests required by the Specifications to be performed by an independent laboratory shall be made at the sole expense of the CONTRACTOR.
- 7.3.5 Material used in the work shall conform with the submitted samples and test certificates as approved by the ENGINEER.

7.4 CERTIFICATES OF COMPLIANCE SPECIFIED STANDARDS AND CODES

- 7.4.1 A Certificate of Compliance shall be furnished for materials specified to a recognized standard or code prior to the use of any such materials in the work. The ENGINEER may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.
- 7.4.2 All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the CONTRACTOR of responsibility for incorporating material in the work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.

- 7.4.3 The ENGINEER reserves the right to refuse permission for use of material on the basis of a Certificate of Compliance.
- 7.4.4 The form of the Certificate of Compliance and its disposition shall be as directed by the ENGINEER.

8.0 PAYMENT

- 8.1 GENERAL: Payment for all work, materials and equipment specified in this section will be according to Measurements and Payment section of these bid documents.

END OF SECTION

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SECTION 01150

MEASUREMENT AND PAYMENT

1.0 GENERAL

1.1 DESCRIPTION OF WORK

- 1.1.1 Payment for the work to be completed under this project will be based upon the unit prices bid by the Contractor and on the Bid Form submitted by Contractors and accepted by Owner.
- 1.1.2 It is the intent of the Owner to make payment for construction associated with the Project using the Pay Items in the Bid, and specify method of measurement and payment for all listed Pay Items. As may be noted below, incidental work which may be associated with a specific Pay Item is to be included in the cost proposed by the bidding contractor for that Pay Item. It is not the intent of the Owner to allow for additional compensation beyond those Pay Items included in the Schedule of Quantities and Unit Prices Bid Form submitted by the Contractor. It is therefore important that all Bidders fully acquaint themselves with all Plans, Specifications, Drawings, and other details pertaining to the Work.
- 1.1.3 Work not shown or called out in either the Plans or the Specifications, but necessary in carrying out the intent of the Project or in the complete and proper execution of the Work, is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described. No additional compensation will be considered for this associated and necessary Work.
- 1.1.4 Damage caused by the construction activities to existing utilities including sewers and force mains, potable and reclaimed water mains and house services, underground electrical cable, TV and telephone cable and all other infrastructure shall be the sole responsibility of the CONTRACTOR. No additional payment will be made for replacement or restoration of these infrastructure components.

2.0 SUBMITTALS

2.1 Informational:

- 2.1.1 Schedule of Payment Forms: Submit on Manatee County Standard Forms PMD-1 (Application for Payment) and PMD-2 (Pay Application Schedule) with Schedule of Quantities and Unit Prices bid documentation, for approval by the Owner.
- 2.1.2 Monthly Progress Payments:
 - 2.1.2.1 Submit request for monthly progress payment in accordance with the measurement and payment requirements of this section of the specifications, the general conditions, and the agreement for approval by the Owner.
 - 2.1.2.2 Monthly applications for payment shall be provided to the Owner showing work completed through and including the 25th of the pay month in question.
- 2.1.3 Final Application for Payment.
 - 2.1.3.1 Submit request for final payment upon completion of all work required by the contract including infrastructure installation, restoration, as-built drawings and maintenance documentation, complete. A final application for payment will not be reviewed by the Owner until all work under the contract is complete. Utilize Manatee County Standard Forms PMD-8 (Certificate of Substantial Completion) and PMD-9 (Final Reconciliation, Warranty Period declaration and Contractor's Affidavit) as a part of the final payment application process.

3.0 APPLICATION FOR PAYMENT

- 3.1 Transmittal Summary Form: Attach one Summary Form with each detailed Application for Payment. Execute certification by authorized officer of Contractor.
- 3.2 Use detailed Application for Payment Form as approved by the Owner.
- 3.3 Preparation:
 - 3.3.1 Calculate payment using measured lump sum quantities and unit price bid values for each pay item based upon that work actually constructed or furnished to the nearest cent.
 - 3.3.2 List each Change Order and Written Amendment executed prior to date of submission as separate line item. Totals to equal those shown on the Transmittal Summary Form for each schedule as applicable.
 - 3.3.3 Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form(s).

4.0 MEASUREMENT—GENERAL

- 4.1 Quantities to be paid will be based on field measurements made by the Contractor and agreed to by Engineer and the Owner.

5.0 ESTIMATED QUANTITIES

- 5.1 The quantities shown are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. The Owner/Engineer does not assume any responsibility for the final quantities, nor shall the Contractor claim misunderstanding because of such estimate of quantities. The Owner has the right to change the listed quantities as they deem necessary. Final payment will be made only for satisfactorily completed quantity of each item.

6.0 MEASUREMENT AND PAYMENT

- 6.1 General:
 - 6.1.1 The Contractor shall receive and accept the compensation provided in his Bid and defined in the Agreement as full payment for furnishing all materials and all labor, tools and equipment, for performing all operations necessary to complete the work under the project. It is the intent of these contract documents that any cost for which compensation is not directly provided by a bid item shall be prorated and included in the bid item for which they are required.
 - 6.1.2 The prices stated in the Contractors Schedule of Quantities and Unit Prices Bid Form include all costs and expenses for taxes, labor, materials, equipment, commissions, transportation charges and expenses, patent fees and royalties, labor for handling material during inspection together with any and all other costs and expenses for performing and completing the work as shown on the plans and specified herein. The basis of payment for any item at the unit price shown in the bid form shall be in accordance with the description of that item in this Section. All work performed shall be in strict accordance with these specifications.
 - 6.1.3 No separate payment will be made for the following items, the cost of such work shall be included in the applicable contract pay items of work, including compliance with FDEP or any other agency:
 - 1. Shop drawings, working drawings or other contractor documentation.
 - 2. Clearing and grubbing.
 - 3. Excavation, including shoring, sheeting and bracing as required by OSHA trench excavation safety standards.
 - 4. Dewatering and proper disposal of all water.
 - 5. Backfill and proper compaction, including suitable fill and all grading.

6. Traffic and pedestrian control as required to complete the work and described in Section 01001.
7. Protection, repair, replacement of existing utilities, damaged as a result of construction activities.
8. Replacement or restoration of grass, trees and shrubbery in non-paved areas within established pay limits.
9. Replacement or restoration of paved or unpaved roadways, grass and shrubbery plots damaged as a result of construction activities.
10. Temporary facilities and controls during construction such as water/sanitary facilities, traffic control, informational signs and environmental protection, unless specifically provided for in a pay item.
11. Removing and disposing of waste material due to construction.
12. Cleanup and restoring the job site to its original condition, which includes but is not necessarily limited to restoring the ground surface to its original grade.
13. Testing and placing system in operation.
14. Any material and equipment required to be installed and used for the tests.
15. Maintaining the existing quality of service during construction.
16. Appurtenant work as required for a complete and operable system.
17. Coordination with all Federal, State and Local agencies and utilities.
18. Tree trimming as required by Manatee County or any other agency.
19. Repair of private irrigation systems damaged during construction.
20. Furnishing and installing suitable temporary fences, as directed by the Owner, to adequately secure areas protected by a permanent fence when that permanent fence must be removed. The temporary fence shall remain in place until the permanent fence is replaced.

6.2 The Contractor's attention is again called to the fact that the bids for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Bid or Contract Pay Items, he shall include the cost for that work in some other applicable bid item, so that his Bid for the project does reflect his total price for completing the work in its entirety.

6.3 The quantities for payment under this Agreement shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the Engineer or Owner, in accordance with the applicable method of measurement therefore. A representative of the Contractor shall witness all field measurements. Measurements shall be accomplished to the following accuracy unless otherwise specified:

Item	Measurement Accuracy	Method of Measurement
EA	Each	Each—Field Count by Engineer or Owner
LBS	100 LBs	100 pounds—Field Measured by Engineer or Owner
LS	One	Lump Sum—Unit is one; no measurement will be made
Gal	Gal	Gallon—Verification of Delivery Manifest by Engineer or Owner
Hours	Hours	Hour—As Recorded by Engineer or Owner. Measured to the nearest 0.5 hour.

- 6.4 All work and materials shall be in accordance with the Technical Specifications and Drawings herein. All materials shall be furnished by the Contractor.

7.0 BID ITEM DESCRIPTIONS

- 7.1 The following bid items establish a breakdown of the work to be performed under this project. The bid item description, method of measurement and basis for payment are listed below for each of the bid items that are a part of this project:

7.1.1 Bid Item 1: **MOBILIZATION**

- 7.1.1.1 Description: The Contractor shall furnish all labor, materials, equipment and services to perform those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project sit. Includes all work as specified in Section 01505 Mobilization and Site Work. Also include the costs of any bonds, maintenance of traffic for pipe installation and other pre-construction expenses necessary for the start of the Work under this Contract Item. The cost of all other work as shown, specified, directed or required for the expressed intent of the project that is not specifically included under other Contract Items shall also be included under this Contract Item. The value of Bid Item 1 shall not exceed 10% of the total value of the project.

- 7.1.1.2 Measurement and Payment for Mobilization: Shall be made at the Contract Lump Sum Bid Price.

7.1.2 Bid Item 2: **SETUP WELL DEVELOPMENT PUMP**

- 7.1.2.1 Description: The Contractor shall furnish all labor, materials, equipment and services to perform those operations necessary to complete the work as specified in Section 02678 Well Development. Includes the costs of well kills required to install and remove pump. Includes connections to storage tank and all necessary equipment to pump water from the storage container to the discharge line.

- 7.1.2.2 Measurement and Payment for SETUP WELL DEVELOPMENT PUMP: Shall be made at the Contract Lump Sum Bid Price in accordance with the Bid Form.

7.1.3 Bid Item 3: **SETUP DISCHARGE PIPE**

- 7.1.3.1 Description: The Contractor shall furnish all labor, materials, equipment and services to construct and remove a temporary discharge line as required to complete work as specified in Section 02678 Well Development. This Bid item includes the setup, rental cost, maintenance, security, cleaning, and removal of a 20,000 gallon storage tank.

- 7.1.3.2 Measurement and Payment for SETUP DISCHARGE PIPE: Shall be made at the Contract Lump Sum Bid Price in accordance with the Bid Form.

7.1.4 Bid Item 4: **WELL DEVELOPMENT**

- 7.1.4.1 Description: The Contractor shall furnish all labor, materials, equipment and services during well development as specified in Section 02678 Well Development. This Bid item includes time well is being developed including intermittent time when the well is turned off to allow the County's collection system to drain. Development time does not include the portion of the day that development cannot occur (i.e., daytime).

- 7.1.4.2 Measurement and Payment for WELL DEVELOPMENT: Payment for development time will be per hour of development rounded to the nearest half hour as recorded by the Engineer or Owner and shall be paid at the Contract Hourly unit Bid Price in accordance with the Bid Form.

7.1.5 Bid Item 5: **ACIDIZATION SETUP**

7.1.5.1 Description: The Contractor shall furnish all labor, materials, equipment and services to perform those operations necessary to complete the work as specified in Section 02684 Acidization and Section 02687 Tag Depth. Includes the costs of well kills required to setup and remove acidization equipment. Includes storage container required to store the acidization on site as defined in the specifications. Includes connections to storage container(s) and all necessary equipment to pump the acid and backup water supply. Includes secondary containment requirements as defined in the specification.

7.1.5.2 Measurement and Payment for ACIDIZATION SETUP: Shall be made at the Contract Lump Sum Bid Price in accordance with the Bid Form.

7.1.6 Bid Item 6: **ACIDIZATION**

7.1.6.1 Description: The Contractor shall furnish all labor, materials, equipment and services to complete the work as specified in Section 02684 Acidization.

7.1.6.2 Measurement and Payment for ACIDIZATION: Payment for Acidization will be per each 1,000 gallons of acid delivered to the site and emplaced in the well as verified by the Engineer or Owner and shall be paid at the Contract unit Bid Price per 1,000 gallons of acid in accordance with the Bid Form.

7.1.7 Bid Item 7: **DEMOBILIZATION AND SITE CLEANUP**

7.1.7.1 Description: The Contractor shall furnish all labor, materials, equipment and services to perform those operations necessary for the movement of personnel, equipment, supplies, and incidentals from the project site and perform all work outlined in Specification Section 02988 Demobilization and Site Cleanup. Also includes any other post-construction expenses necessary to conclude the Work under this Contract Item. The value of Bid Item 7 shall not exceed 5% of the total value of the project.

7.1.7.2 Measurement and Payment for Demobilization: Shall be made at the Contract Lump Sum Bid Price.

7.1.8 Bid Item 8: **STANDBY TIME**

7.1.8.1 Description: The Contractor shall be paid for standby time as defined and specified in Section 02686 Standby Time, Downtime, and Extra Work.

7.1.8.2 Measurement and Payment for STANDBY TIME: Payment for standby time (resulting from each cause approved by the ENGINEER) shall be at the unit price per hour, to the nearest half-hour per day, as stated in the CONTRACTOR's Unit Price Bid Schedule for STANDBY TIME (Pay Item No. 8) to a maximum of 10 hours per normal work day. All downtime shall be at the sole expense of the CONTRACTOR. ENGINEER Standby Time: The ENGINEER must be given 24 hours notice exclusive of Sundays and holidays, prior to any work. If the ENGINEER is notified to be on site for work and the CONTRACTOR is not ready, then the ENGINEER will be reimbursed for the ENGINEER's time by the CONTRACTOR at the rate of \$100.00 per hour, during normal working hours, starting at the time scheduled by the CONTRACTOR and notified to the ENGINEER.

7.1.9 Bid Item 9: **CASING REPAIR OF INJECTION WELL AND MONITORING WELL**

7.1.9.1 Description: The Contractor shall furnish all labor, materials, equipment and services to perform those operations necessary to complete the work as specified in Section 02674 Casing, Section 03301 Reinforced Concrete, Section 02685 Wellhead, and Section 09900 Painting and Protecting Coatings. Includes the cost of well kills required to complete the work.

7.1.9.2 Measurement and Payment for CASING REPAIR OF INJECTION WELL AND MONITORING WELL: Shall be made at the Contract Lump Sum Bid Price in accordance with the Bid Form.

7.1.10 Bid Item 10: **SODA ASH**

7.1.10.1 Description: The Contractor shall furnish 2,000 lbs of soda ash on site during Acidization to neutralize accidental spills. Additionally, soda ash may be required to neutralize post-acid development water. All soda ash will be paid under this bid item will. The Contractor shall furnish all labor, materials, equipment and services required to emplace the soda ash as required.

7.1.10.2 Measurement and Payment for SODA ASH: Payment for soda ash will be per pound of soda ash. The soda ash will be measured by the bag (of known weight) in the field by the Engineer or Owner and shall be paid at the Contract unit Bid Price per 100 lbs in accordance with the Bid Form.

7.1.11 Bid Item 11: **DISCRETIONARY WORK**

Payment for all work under this Bid Item and listed in the Bid Form shall be made only at the County's discretion in order to satisfactorily complete the project in accordance with the Plans and Specifications. Item included under this bid item may include but are not limited to Extra Work and Additional Well Kills.

7.1.11.1 **EXTRA WORK**

7.1.11.1.1 Description: The Contractor shall be paid for Extra Work as defined and specified in Section 02686 Standby Time, Downtime, and Extra Work.

7.1.11.1.2 Measurement and Payment for EXTRA WORK: Payment for this item will be per hour of work completed at the direction of the Engineer or Owner and as defined in the specifications. Extra Work will be recorded by the Engineer or Owner and shall be paid at the Contract Hourly unit Bid Price, rounded to the nearest half hour daily, in accordance with Bid item 11 of the Bid Form.

7.1.11.2 **ADDITIONAL WELL KILLS**

7.1.11.2.1 Description: The Contractor shall furnish all labor, materials, equipment and services required to lower the water level in the well using a salt solution and assembly or disassembly of the well head in the event that the OWNER requests the well to be placed back into temporary service before work is completed. A "well kill" consists of all work required each time the water level is lowered in the well in order to modify the wellhead, and includes the work required to modify the wellhead for operational service or the next operational step in the Work. Labor and materials to maintain the well kill once the well is killed shall be included in the unit Bid Price. Only additional well kills and wellhead assembly/disassembly that are required to temporarily place the well back in service at the directive of the OWNER will be paid under the Discretionary Bid item. All other well kills required to complete the Work as specified is covered in other Bid items.

7.1.11.2.2 Measurement and Payment for ADDITIONAL WELL KILLS: Payment for well kills will be paid at the Contract unit Bid Price for each well kill in accordance with Bid item 11 of the Bid Form.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

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SECTION 01505

MOBILIZATION AND SITE WORK

1.0 SCOPE

- 1.1 WORK INCLUDED: This section covers the work necessary to: transport to the site all personnel, supplies and equipment; set up equipment, and temporary facilities; equipment referenced in other sections; temporary power, water, and per diem.

2.0 MATERIALS AND EQUIPMENT

- 2.1 GENERAL:
 - 2.1.1 Provide all the materials and equipment required to accomplish the work as specified.
 - 2.1.2 Provide secured protection for equipment or materials stored at the site or locations designated and approved by the OWNER.

3.0 WORKMANSHIP

- 3.1 Provide ENGINEER, OWNER, and FDEP 5 days notice prior to mobilization to the SWRWTP injection well.
- 3.2 Set up all equipment at the site designated by the ENGINEER. Confine work to designated work area to avoid interruption of normal operations at the Facility. All equipment should be located inside the locked, fenced area during non-work hours.
- 3.3 Some obstructions may not be shown on the site plan. The CONTRACTOR is advised to carefully inspect the existing facilities before beginning any work at the site. The removal of minor obstructions shall be anticipated and accomplished, even though not shown or specifically mentioned.
- 3.4 The CONTRACTOR is responsible for providing physical access to all sites for all vehicles necessary for well acidization, testing, and development. The ENGINEER accepts no liability for costs incurred due to the CONTRACTOR's failure to thoroughly examine the site and review existing site plans, data and these specifications.

4.0 PAYMENT

- 4.1 GENERAL: Payment for all work, materials and equipment specified in this section will be according to Measurements and Payment section of these bid documents.

END OF SECTION

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SECTION 02674

CASING

1.0 GENERAL

- 1.1 WORK INCLUDED: This Section covers the work, materials and equipment necessary for repairing portions of the 24-inch diameter well casing on the existing injection well and the 6-inch diameter casing of the monitoring well. The casings have visible signs of corrosion and are in need of repair. A generalized detail of the casing repairs is shown in Drawing No. 5.
- 1.2 SUBMITTALS: CONTRACTOR shall furnish two legible copies of the mill certificates to the ENGINEER for approval before delivering pipe to jobsite. Any casing delivered to the jobsite must have legible heat numbers and or serial numbers traceable to the furnished mill certificates. Any casing not having legible, traceable identification, as described, will be rejected.

2.0 PRODUCTS

- 2.1 GENERAL:
- 2.1.1 Provide all materials and equipment necessary for joining and installing the casing as specified.
- 2.2 WELL CASING AND FLANGES
- 2.2.1 The CONTRACTOR shall provide all casing and flanges, new and unused, of the types, thicknesses, diameters, and weights as specified. All casing shall be of new first quality material and free of defects in material, workmanship, and handling.
- 2.2.2 All casings for the injection well and monitor well shall be new and unused carbon steel pipe and shall be seamless, conforming to ASTM A53, and/or API 5L, Grade B, latest revision. Ends of plain end pipe shall be perfectly square and shall be furnished beveled for field V-notch butt welding.
- 2.2.3 CONTRACTOR shall furnish two legible copies of the mill certificates to the ENGINEER for approval before delivering pipe to jobsite. Any casing delivered to the jobsite must have legible heat numbers and or serial numbers traceable to the furnished mill certificates. Any casing that does not have traceable and legible identification as described, will be rejected.
- 2.2.4 Steel casings shall be equal to those manufactured by U.S. Steel Corporation or equal. Casings shall be furnished uncoated, except that ends may be coated for protection.

2.3 WELL CASING SIZES AND THICKNESSES

Casing shall be as Follows:

Well	Diameter (in) (ID/OD)	Wall Thickness (in)	Material	Approx. Total Length (ft)
IW-1	23.00/24.00	0.500	Steel	3
MW-1	5.761/6.625	0.432	Steel	3

- 2.4 COATINGS: Chemically cured, rust inhibitive, coal-tar epoxy suitable for field application. Amide or polyamide type with 70 percent volume solids minimum.

3.0 EXECUTION

- 3.1 GENERAL:
- 3.1.1 CONTRACTOR will lower the water level in the each well prior disassembling the wellhead from the casing. CONTRACTOR will be responsible for maintaining water levels below land surface at all times during the repair of the casings.

- 3.1.2 Cement pad and exterior casings around the injection well and monitor well will be excavated to expose the interior casing to a depth of at least 6 inches below the corroded area. This will be done while the injection well remains operational to minimize the time the injection well is offline. The maximum depth of casing removal required by the Contractor without opportunity for requesting alternative repair and or additional compensation will be three feet below the top of the existing pad.
- 3.1.3 Cut the casing below the corroded area and prepare the casing by beveling the ends for welding.
- 3.1.4 Install new casing section assuring that the new section is of appropriate height to flange up to the existing piping at the site.
- 3.1.5 CONTRACTOR shall be solely responsible for damage to the casing or wellhead caused by the action of the CONTRACTOR during repairs. This does not include existing damage (i.e., corrosion around the casing and cement pad) for which the CONTRACTOR is contracted to repair as part of this scope of work. Following the casing repairs, a pressure test will be performed on the casing. The CONTRACTOR will make every reasonable effort to comply with this requirement including re-welding of the repairs. If it is determined that the casing is not capable of passing the pressure test due to a problem not related to the repairs, the Owner may request the Contractor to submit a proposal to conduct alternative evaluations for determining the casing integrity, and/or a proposal to repair the integrity issue.
- 3.1.6 Casing lengths shall be joined watertight by a method appropriate to the material used, as selected by the CONTRACTOR, so that the resulting joint shall have the same structural integrity as the casing itself.
- 3.1.7 The standards of the AWS shall apply for all welded joint casing and accessories. All welds shall conform to the latest revision of ANSI B31.1.
- 3.1.8 A casing pressure test shall be performed on the injection well using an inflatable packer and instrumentation furnished by the CONTRACTOR. The injection well casing shall be pressure tested by a method approved by the ENGINEER. In the event that the specified pressure cannot be maintained, corrective measures shall be undertaken by the CONTRACTOR until the test is satisfactorily accomplished. The casing pressure test shall be witnessed by the ENGINEER or his representative.
- 3.1.9 Following completion of each wellhead and prior to backfilling the excavations, the steel surfaces that will be in contact with the gravel backfill shall be coated by the CONTRACTOR with coal-tar epoxy. The epoxy shall be field applied so to completely coat all exposed surfaces. Surface preparations and epoxy application shall be in accordance with AWWA C210-84.
- 3.1.10 If the repairs cannot be completed as specified in the bid documents, the Contractor can present alternative options for repair. The Contractor will be compensated for the alternative repairs upon approval of the proposal by the ENGINEER and OWNER. The Contractor will be expected to provide reasonable justification for a change in price for the repairs above or below what was provided in the original bid.
- 3.2 WELDING PERFORMANCE QUALIFICATIONS
 - 3.2.1 All welders and welding operators shall be certified at the CONTRACTOR's sole expense by a qualified testing laboratory before performing any welding under this section. Qualification tests shall be in accordance with Section IX, Article III of the ASME Boiler and Pressure Vessel Code. Welders and operators shall be qualified for making groove welds in carbon steel and stainless steel pipe in positions 2G and 5G for each welding process to be used.
 - 3.2.2 Qualification tests may be waived if evidence of prior qualification is deemed suitable by the ENGINEER. The CONTRACTOR shall retest any welders at any time the ENGINEER considers

the quality of the welder's work substandard. When ENGINEER requests the retest of a previously qualified welder, the labor costs for the retest will be at OWNER's expense if the welder successfully passes the test. If the welder fails the retest, all costs shall be at the CONTRACTOR's expense.

3.3 EXCAVATION

3.3.1 Cement pad and exterior casings around the injection well and monitor well will be excavated to expose the interior casing to a depth below the corrosion. This will be done while the injection well remains operational to minimize the time the injection well is offline. CONTRACTOR will take care that excavation does not damage or alter the integrity of existing equipment, infrastructure, or structural support systems located near the injection well.

3.4 END PREPARATION

3.4.1 The existing casings shall be prepared in the field by cutting the casings below the corrosion and beveling the ends in preparation for welding. The new casing sections that will be welded to the existing casings will have machine beveled ends. Beveled ends for butt welding shall conform to ANSI B16.25.

3.5 CLEANING

Surfaces shall be clean and free of paint, oil, rust, scale, slag or other material detrimental to welding.

3.6 ALIGNMENT AND SPACING

3.6.1 Align ends to be joined within existing commercial tolerances on diameters, wall thickness and out-of-roundness. The new casing and flange must align with the existing piping.

3.6.2 The shielded metal-arc process shall be used for all carbon steel field welding.

3.6.3 No welding shall be performed if there is impingement of any rain or high wind on the weld area, or if the ambient temperature is below 32 degrees F. If the ambient temperature is less than 32 degrees F, local preheating to a temperature warm to the hand is required.

3.6.4 Tack welds, if not made by a qualified welder using the same procedure as for the completed weld, must be completely removed. Tack welds which are not removed shall be made with an electrode that is the same as, or equivalent to, the electrode to be used for the first weld pass. Tack welds that have cracked shall be removed.

3.6.5 Each layer of deposited weld metal shall be thoroughly cleaned prior to the deposition of each additional layer of weld metal, including the final pass, with a power-driven wire brush. Surface defects which will affect the soundness of weld shall be chipped out or ground out.

3.6.6 There shall be a minimum of three weld passes.

3.7 TESTING

3.7.1 Casing repair in the injection well will be pressure tested for leaks. An inflatable packer will be set approximately 10 feet below the welded portion of the repaired casing and a pressure header will be installed. Casing will be pressurized with water removing all air head space in the casing. Testing shall be performed at a minimum of 150 psi for 60 minutes with a pressure change of less than +/- 5 percent of the original pressure over the 60 minutes. Repair all joints that show signs of leakage and re-test until a successful pressure test demonstration is completed. No pressure test is required in the monitor well.

3.7.2 Wellhead fittings and valves on both the injection well and monitor well shall be field tested for leaks. The injection wellhead and piping shall be tested by injecting recharge water at up to 82 psi for a minimum of 30 minutes. The monitor well will be returned to artesian conditions (positive head pressure at land surface). Joints in both wells shall show no visible leakage. Repair all joints that show signs of leakage prior to final acceptance. If there are any special parts of control systems or operators that might be damaged by the pipeline test, they shall be properly protected. The CONTRACTOR will be held responsible for any damage caused by the testing.

3.8 CORROSION PROTECTION

3.8.1 Following completion of each casing repair and prior to backfilling the excavations, the steel surfaces that will be in contact with the backfill shall be coated by the CONTRACTOR with coal-tar epoxy. The epoxy shall be field applied so to completely coat all exposed surfaces. Surface preparations and epoxy application shall be in accordance with AWWA C210-84.

3.9 PAD REPAIR

3.9.1 Following completion of casing repairs and successful testing, the excavated area will be backfilled with gravel within approximately 6-inches of existing pad surface. The pad will be restored using reinforced concrete as specified. A sloping apron of cement will be formed around the casing as shown in Drawing 5 to draining water away from the casing and prevent standing water around the base of the casing.

3.10 PAINTING

3.10.1 All exterior exposed new metal surfaces will be painted per specification.

4.0 PAYMENT

4.1 GENERAL:

4.1.1 Payment for all work, materials and equipment specified in this section will be according to Measurements and Payment section of these bid documents.

END OF SECTION

SECTION 02678

WELL DEVELOPMENT

1.0 SCOPE

1.1 WORK INCLUDED

- 1.1.1 This section covers the work, materials, and equipment necessary for the development of the well before and after acidization, complete.
- 1.1.2 The total development time is estimated to be 36 hours (over a 4-day period), which includes development prior to, and following acidization. However, the ENGINEER shall be the sole judge as to when development is complete and may, therefore, increase or decrease the total development time. If it is deemed necessary to develop longer than 4 total days the Contractor will be allowed to request additional time to complete the work. The number of development days will include days that pumping was conducted and will not include days required to run the discharge line and set and remove the pump.

2.0 MATERIALS AND EQUIPMENT

- 2.1 WELL DEVELOPMENT EQUIPMENT: Furnish and install well development equipment as approved by the ENGINEER.
- 2.2 CONTRACTOR shall provide a temporary vertical turbine pump or other such pump as approved by the ENGINEER capable of pumping a minimum of 4,500 gpm from the well to an onsite containment vessel, and then to the sanitary sewer manhole.
- 2.3 CONTRACTOR shall submit to ENGINEER performance curves and other such specifications relevant to the CONTRACTOR's choice of pump to be used for development of the well.
- 2.4 CONTRACTOR shall provide a valve on the vertical turbine pump discharge for adjustment of flowrate down to 2,000 gpm if the test pump can not be throttled.
- 2.5 CONTRACTOR shall provide a totalizing flow meter capable of measuring discharge from the well to the sanitary sewer at the proposed pumping rates.
- 2.6 CONTRACTOR shall furnish engine driven equipment or shall make his own arrangements for electric power.
- 2.7 CONTRACTOR shall furnish a containment system (holding tank) or "FRAC" for initial collection of pre and post acid development water prior to discharging to the County wastewater collection system. The storage container must be of appropriate material and construction to store post acid development water, and must have a volume of 20,000 gallons.

3.0 WORKMANSHIP

3.1 PUMPING DEVELOPMENT

- 3.1.1 Operate the pumping development equipment at such rates of discharge (between approximately 2000 and 4500 gpm) and such periods of time as determined by the ENGINEER. The well shall be pumped until the water is free from debris, sand, silt, and turbidity and/or until no further improvement in turbidity and flow can be observed. The ENGINEER shall determine when development by pumping is complete. The anticipated drawdown in the well at 4,500 gpm is 165 feet. The static head in the well is approximately 10 psi.

3.2 DISPOSAL OF WATER:

- 3.2.1 Disposition of well development water will be determined by the ENGINEER in the field. A discharge line of sufficient length shall be provided by the CONTRACTOR to discharge brine and water from the injection well to an onsite storage vessel provided by the CONTRACTOR with a volume of 20,000 gallons and of appropriate material and construction to contain the

post-acid development water. The water will then be directed to a sanitary sewer manhole (Drawing No. 4).

- 3.2.2 Water generated during post acid development may require neutralization prior to discharging to the SWRWTP. The acceptable pH range will be derived from coordination with the SWRWTP staff but is anticipated to be between 6.5 and 7.0. Per the specifications (General Requirements 5.2.2) the CONTRACTOR is required to stage at a minimum 2,000 lbs of soda ash onsite for emergency acid spills. Therefore the CONTRACTOR will be required to use up to 2,000 lbs of soda ash for the neutralization of post acid development water. Any additional soda ash over 2,000 lbs that is required for the neutralization of the development water will be paid at the per unit amount identified in the Bid Form. The CONTRACTOR will not be paid for soda ash used in the neutralization of spills and leaks during the acidization process.
- 3.2.3 The CONTRACTOR shall only discharge to the sanitary sewer manhole at a flow rate acceptable to the Chief Operator of the SWRWTP or designee.
- 3.2.4 The CONTRACTOR will be responsible for construction of temporary discharge line. If the discharge line must cross the surface of 119th St. it will only be allowed at night and will require the CONTRACTOR to remove the pipe and open the road to traffic during the day.
- 3.2.5 Contractor will be responsible for implementing and adhering to the approved MOT plan.
- 3.2.6 A flow meter will be placed in-line to measure discharge from the well to the sanitary sewer.

4.0 SUBMITTALS

- 4.1 CONTRACTOR shall submit to the ENGINEER the following documents for approval:
 - 4.1.1 Manufacturer's technical specifications and performance curves for the proposed pumps.
 - 4.1.2 Calibration certificates for the proposed flow meters.
 - 4.1.3 Volume and construction characteristics of containment system used for development water.
 - 4.1.4 Submittal of required documents shall be done according to the procedures identified in Section GENERAL REQUIREMENTS.

5.0 PAYMENT

- 5.4 GENERAL:
 - 5.1.1 Payment for all work, materials and equipment specified in this section will be according to Measurements and Payment section of these bid documents.

END OF SECTION

SECTION 02684

WELL ACIDIZATION

1.0 SCOPE

- 1.1 WORK INCLUDED: This section covers the work necessary to acidize the injection well at the SWRWTP, complete.

2.0 MATERIALS AND EQUIPMENT

2.1 GENERAL:

- 2.1.1 Provide all the materials and equipment required to accomplish the work as specified.
- 2.1.2 ACID STORAGE: All acid storage tanks will be of appropriate material and construction for storage of HCl at the specified concentrations. One tank will be required for the termination of the blow-off pipe from the IW wellhead to capture acid off-gassing in the event of a pressure release from the well. The CONTRACTOR will also provide container(s) for acid storage. The total volume for the storage container(s) is not specified so that the CONTRACTOR can propose options that are most suitable given the space and access constraints of the site. A combined use of onsite staging and acid delivery tankers is acceptable provided it does not delay the injection of the acid and batches of at least 10,000 gallons can be pumped continuously.
- 2.1.3 SECONDARY CONTAINMENT: The secondary containment will be of appropriate material and construction for storage of HCl. The secondary containment will encompass all areas containing chemicals including storage areas, pipeline to and from the well, pumps, and any other components that may be in contact with acid or soda ash or any other chemicals used in the well rehabilitation process. Secondary containment will be required regardless of whether the acid storage tank(s) are placed on the cement well pad or not.
- 2.1.4 The CONTRACTOR will be responsible for controlling the flow from the well while removing the wellhead and setting up for acidization in accordance with the appropriate sections of these documents.
- 2.1.5 Acid will be 32 percent inhibited Hydrochloric Acid (HCl) from a source and carrier approved by the ENGINEER. The HCl provided shall be approved for use in potable water wells, unless otherwise approved by the ENGINEER.
- 2.1.6 ACIDIZATION HEADER: Type of temporary acidization wellhead will be at the discretion of the CONTRACTOR but must be rated for a minimum working pressure of 250 psi or higher. The acidization wellhead must include, at a minimum, the following components: acid line capable of injection at the required rates, one 4-inch blow-off (or equivalent), one 3-inch access port for reclaimed water injection, and pressure gauge for the acid blow-off valve. The wellhead shall also be equipped with valves on each pipe line to control flows. Gauges shall be suitable for intended use and shall be calibrated from 0-150 psi. The wellhead will be installed above the existing 24-inch reclaimed water pipeline so that reclaimed water from the County can be injected into the well between acidization batches. The temporary acidization wellhead schematic is provided in Drawing No. 6.
- 2.17 Approximately 35,000 gallons of acid will be targeted to complete the acidization. Actual quantities used in the field shall be pre-approved by the ENGINEER. Certification from acid supplier will be required to verify materials and acid quantities at least 3 working days prior to acid delivery to site.

- 2.1.8 All piping from the wellhead to the blow-off containment tank will be of rigid construction. Flexible hoses may be used for the acid delivery lines to the wellhead as long as the hoses and hose connections are of appropriate material for handling 32 percent HCl and capable of withstanding operating pressures of at least 200 psi.
- 2.1.9 An approved inhibitor shall be added to the acid prior to emplacement of the acid in order to protect the wellhead and casing from the acid.
- 2.1.10 The inhibitor must be approved by the ENGINEER prior to their use.

3.0 WORKMANSHIP

- 3.1 The CONTRACTOR shall be responsible for maintaining water levels below land surface when the wellhead is open to atmosphere and be capable of closing in the well and controlling flow at all times during all activities conducted under this contract. No unauthorized flow will be allowed from the well at any time.
 - 3.1.1 Food grade salt is acceptable for lowering and maintaining the water level in the well. Other methods will require the approval of the ENGINEER.
 - 3.1.2 The CONTRACTOR's fluid control device shall be approved by the ENGINEER prior to mobilization
- 3.2 Install 2-inch diameter acid injection pipe to the depth selected by the ENGINEER (the maximum anticipated depth is 600 feet).
- 3.3 Set up wellhead at the well designated by the ENGINEER in accordance with the drawings and the specifications. The acidization lines shall be installed such that no leaks occur.
- 3.4 It is the intent that the emplacement of the acid will be done in one day in multiple batches. The general sequence for the acid injection is to pump a batch of acid with a volume of approximately 4,000 to 6,000 gallons and then flush the well with reclaimed water for a period of approximately 1-2 hours. Then, if acceptable pressures are observed, larger batches of up to 10,000 gallons will be injected, each followed by injection of reclaimed water at high rates.
- 3.5 Inject water using the County's existing reclaimed water lines into the well at a rate of up to 2100 gpm for 15 minutes prior to acid injection. The water flow rate will be measured using the County's existing flow meter. An additional back-up water pump will be provided by the CONTRACTOR. The pump will be connected to the County's 2-inch potable water connection at the site and piped to the 3-inch access port in the acidization wellhead. The pump shall be capable of maintaining a flow rate of 100 gpm (or the rate the 2-inch line is capable of providing) at head pressures of 100 psi at a minimum. The water supply for the injection will be reclaimed water and is available at the wellhead. The CONTRACTOR shall provide all piping, fittings, and backflow devices necessary to utilize the reclaimed water.
- 3.6 Inject the acid through the acid line at a rate of approximately 100 gpm. The HCl will be stored in a holding tank or containment system prior to injection. The tank shall be constructed of suitable material to retain the acid without leaks. The tank will be of sound construction and must not leak. The pump used to emplace the acid must be capable of pumping at a rate of approximately 100 gpm at head pressures of 30 psi at a minimum. All pipe and pipe fittings for conveying acid shall be of rigid construction and constructed of suitable material approved by the ENGINEER.
- 3.7 After pumping of all acid is complete, continue water injection as described above. After water injection is complete, close all valves and allow well to remain undisturbed for a minimum 24-hour duration or as otherwise approved by ENGINEER.
- 3.8 After static period is completed, install development pump in the well to remove the spent acid and to develop the well. Installation of the pump and other development equipment shall be as described in Section WELL DEVELOPMENT.

4.0 SUBMITTALS

- 4.1 CONTRACTOR shall submit to the ENGINEER the following documents for approval:
 - 4.1.1 Manufacturer's technical specifications and material safety data sheets for inhibitor chemicals.
 - 4.1.2 Schematic drawing showing CONTRACTOR's proposed temporary acidization wellhead.
 - 4.1.3 Acid conveyance pipeline manufacturer's technical specifications.
 - 4.1.4 Volume and construction characteristics of HCl containment system.
 - 4.1.5 Material manifests for acid delivery.
 - 4.1.6 Material safety data sheets for acid.
 - 4.1.7 Manufacturer's certification of acid strength.
 - 4.1.8 Acid delivery manifestos
 - 4.1.9 CONTRACTOR's proposed safety plan including all aspects of the project.
- Submittal of required documents shall be done according to the procedures identified in Section GENERAL REQUIREMENTS.

5.0 PAYMENT

- 5.1 GENERAL:
 - 5.1.1 Payment for all work, materials and equipment specified in this section will be according to Measurements and Payment section of these bid documents.

END OF SECTION

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SECTION 02685

WELLHEAD

1.0 SCOPE

- 1.1 This section covers the work necessary to restore existing wellheads to the original condition.

2.0 MATERIALS AND EQUIPMENT

- 2.1 Cement, locks, ports, flanges, caps, valves, gauges, reducers, and compartments will be maintained from existing wellheads or replaced by the CONTRACTOR, as necessary. OWNER shall disassemble and re-assemble electrical and instrumentation from wellhead.
- 2.2 All bolts and nuts removed from the wellhead shall be replaced with new nuts and bolts of equal material. OWNER shall furnish replacement nuts and bolts where required.

3.0 WORKMANSHIP

- 3.1 The wellhead shall be completed to enable access to the well casing for water level (pressure) measurements and purging of water.
- 3.2 Replacement or new exposed steel components of the wellhead assembly shall be painted by the CONTRACTOR.
- 3.3 Concrete pad shall be restored to the original condition without fractures or potential for leakage.

4.0 PAYMENT

- 4.1 GENERAL:
 - 4.1.1 Payment for all work, materials and equipment specified in this section will be according to Measurements and Payment section of these bid documents.

END OF SECTION

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SECTION 02686

STANDBY TIME, DOWN TIME AND EXTRA WORK

1.0 SCOPE

1.1 DEFINITIONS

- 1.1.1 Standby time shall be paid for shutdown time of the equipment and crew for any portion of the normal working day (7:00 am to 7:00 pm, Monday through Friday) when the ENGINEER or OWNER'S representative orders work to cease or when other activities at the site, as approved by the ENGINEER's representative. No stand-by time will be paid during the downtime that development is not being conducted (e.g., during the day time between night shifts when development activities are conducted).
- 1.1.2 Downtime shall mean that time, other than standby time, during which activities could occur but does not or when machinery is broken down, materials or equipment are not available, or the CONTRACTOR elects not to perform these activities. Downtime includes adverse weather conditions and delayed arrival of regulatory inspectors.
- 1.1.3 Extra Work shall mean that time, other than standby time, during which the CONTRACTOR is directed to provide all equipment and a crew to perform extra work not specifically addressed in the GENERAL REQUIREMENTS or elsewhere in these Contract Documents.

2.0 PAYMENT

2.1 GENERAL:

- 2.1.1 Payment for all work, materials and equipment specified in this section will be according to Measurements and Payment section of these bid documents.

END OF SECTION

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SECTION 02687

TAG DEPTH

1.0 SCOPE

- 1.1 This section covers the work necessary to determine the depth to the bottom of the existing borehole, complete.

2.0 MATERIALS AND EQUIPMENT

- 1.1 Drill pipe, tremie line, and other materials and equipment as approved by the ENGINEER shall be provided by the CONTRACTOR.

3.0 WORKMANSHIP

- 3.1 The depth to the base of the existing borehole shall be determined prior to pre-acidization development activities and following development after acidization, as approved by the ENGINEER and Regulatory Inspector, if present.
- 3.2 Methods used by the CONTRACTOR shall include a tremie line, a sand line, Caliper log, or other method as required and approved by the ENGINEER.
- 3.3 The CONTRACTOR shall demonstrate the depths to the satisfaction of the ENGINEER and Regulatory Inspector prior to demobilizing from the well.

4.0 SUBMITTALS

- 4.1 CONTRACTOR shall submit to the ENGINEER the following documents for approval: Tremie pipe tally count and measurement for determining tag depth, or Caliper log, depending on the method used.
 - 4.1.1 Submittal of required documents shall be done according to the procedures identified in Section GENERAL REQUIREMENTS.

5.0 PAYMENT

- 5.1 GENERAL:
 - 5.1.1 Payment for all work, materials and equipment specified in this section will be according to Measurements and Payment section of these bid documents.

END OF SECTION

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SECTION 02988

DEMOBILIZATION AND SITE CLEANUP

1.0 SCOPE

- 1.1 WORK INCLUDED: This section covers the work necessary to remove from the site all personnel, supplies and equipment; remove workover and drill rigs and temporary facilities; equipment referenced in other sections; and site restoration and cleanup.

2.0 MATERIALS AND EQUIPMENT

- 2.1 GENERAL:
 - 2.1.1 Provide all materials and equipment required to accomplish the work as specified.
 - 2.1.2 On all questions concerning the acceptability of materials, execution of work, determination of costs, the decision of the ENGINEER shall be final and binding upon all parties.
 - 2.1.3 The CONTRACTOR shall assume full responsibility for all supplies, materials, and equipment required by it for the contracted work, whether furnished by itself or other parties, until the well has been rehabilitated tested, , and accepted by the ENGINEER and OWNER.

3.0 WORKMANSHIP

- 3.1 GENERAL
 - 3.1.1 Accomplish all required work in accordance with the applicable portions of these Specifications and Parts or as approved by the ENGINEER.
 - 3.1.2 The replacement of minor obstructions and restoration of physical features, even though not shown or specifically mentioned shall be anticipated and accomplished.
 - 3.1.3 Upon leaving the site at the completion of the work, the CONTRACTOR will clean equipment and materials of surface and subsurface materials contacted at the site.
- 3.2 CLEANUP OF CONSTRUCTION AREAS:
 - 3.2.1 Avoid defacing of the site area. Do not dump waste oil, fuel, rubbish, or other materials on the ground. Restore the site to original condition.
 - 3.2.2 Replace or repair any facility damaged during work. Site cleanup shall be completed to the satisfaction of the ENGINEER. Solid waste such as subsurface fluids shall be contained so that it will not migrate from the site or areas designated by the ENGINEER. This includes drill cuttings and debris such as wood, pipe, and hose. These materials will be segregated and identified as approved by the ENGINEER.

4.0 PAYMENT

- 4.1 GENERAL:
 - 4.1.1 Payment for all work, materials and equipment specified in this section will be according to Measurements and Payment section of these bid documents.

END OF SECTION

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SECTION 03301

REINFORCED CONCRETE

1.0 GENERAL

1.1 SECTION INCLUDES

- 1.1.1 Work necessary for furnishing and replacing excavated sections of the reinforced concrete for the injection well pad and monitoring well pad, complete.
- 1.1.2 The CONTRACTOR shall be responsible for the structural integrity of the drilling pad and will warrant the newly replaced sections of the pad against structural failures and cracking for the period of construction and one year upon completion of construction.
- 1.1.3 Any structural failure or cracking of the replaced sections of the pad during the warranty period shall be corrected by the CONTRACTOR at his sole expense.

1.2 SUBMITTALS

- 1.2.1 Quality Control Submittals (Furnish the Following):
 - 1.2.1.1 Complete data on the concrete mix in accordance with ASTM C94.
 - 1.2.1.2 Ready Mix Delivery Tickets for Each Truck with the Following Information:
 - a) Name of concrete firm.
 - b) Serial number of ticket.
 - c) Date.
 - d) Truck number.
 - e) Specific class of concrete.
 - f) Amount of concrete.
 - g) Time loaded.
 - h) Water added.
 - i) Time unloaded.
 - 1.2.1.3 Request for use of coarse aggregate if other than 1 inch.
 - 1.2.1.4 Joint Filler and Primer: Manufacturer's written instructions for product shipment, storage, handling, application, and repair.

2.0 PRODUCTS

2.1 CONCRETE

- 2.1.1 Ready mixed meeting ASTM C94.
- 2.1.2 Portland Cement: Type II.
- 2.1.3 Mix Design:
 - 2.1.3.1 Minimum Allowable 28-Day Compressive Field Strength: 4,000 psi when cured and tested in accordance with ASTM C31 and C39.
 - 2.1.3.2 Coarse Aggregate Size: 1 inch. Other aggregate gradations must be submitted for review and approved in writing before use on the Project.
 - 2.1.3.3 Slump Range: 3 to 5 inches.
 - 2.1.3.4 Air Entrainment: Between 4 and 6 percent by volume.
 - 2.1.3.5 Water-Cement Ratio: Maximum 0.46 by weight.
 - 2.1.3.6 Minimum Cement Content: 540 pounds per cubic yard.
- 2.1.4 Mixing: Minimum 70 and maximum 270 revolutions of mixing drum. Nonagitating equipment is not allowed.

2.2 REINFORCING STEEL

2.2.1 ASTM A615, Grade 60.

2.2.2 Provide concrete blocks of same strength as concrete mix to support reinforcing bars. Do not use broken concrete, brick or stone.

3.0 EXECUTION

3.1 FORMS

3.1.1 General: Unless specified otherwise, follow the applicable recommendations of ACI 347.

3.1.2 Beveled Edges (Chamfer):

3.1.2.1 Form $\frac{3}{4}$ inch bevels at concrete edges.

3.1.2.2 Where beveled edges on existing adjacent structures are other than $\frac{3}{4}$ inch, obtain ENGINEER's approval of size prior to placement of beveled edge.

3.1.3 Form Tolerances:

3.1.3.1 New sections of pad will be of same elevation and approximate thickness as existing slab. Newly constructed sections will maintain the slope of the existing pad and will provide appropriate drainage of water.

3.2 FORM SURFACE PREPARATION

3.2.1 Thoroughly clean surfaces in contact with concrete or previous concrete, dirt and other surface contaminants prior to coating surface.

3.2.2 Exposed Wood Forms in Contact with Concrete: Apply form sealer as recommended by the sealer material manufacturer.

3.2.3 Steel Forms: Apply form sealer to steel forms as soon as they are cleaned to prevent discoloration of concrete from rust.

3.3 PLACING REINFORCING STEEL

3.3.1 Place reinforcing steel in accordance with CRSI Recommended Practice for Placing Reinforcing Bars.

3.4 PLACING CONCRETE

3.4.1 Meet ACI 318.

3.4.2 Prior to placing concrete, remove water from excavation and debris and foreign material from forms. Check reinforcing steel for proper placement and correct any discrepancies.

3.4.3 Before depositing new concrete on old concrete, clean surface using sandblast or bush hammer or other mechanical means to obtain a $\frac{1}{4}$ inch rough profile, and pour a cement-sand grout to minimum depth of 1 inch over the surface. Proportion cement and sand as in the concrete mix.

3.4.4 Place concrete as soon as possible after leaving mixer, without segregation or loss of ingredients, without splashing forms or steel above, and in layers not over 2 feet deep. Place within one and one-half hours after adding cement to mix.

3.4.5 Maximum Vertical Drop to Final Placement: 8 feet.

3.4.6 Do not place concrete when the ambient temperature is below 40 degrees F or approaching 40 degrees F and falling, without special protection to keep the concrete above 40 degrees F. Remove and replace concrete damaged by freezing.

3.5 CONCRETE SLAB FINISHES

3.5.1 GENERAL:

3.5.1.1 Do not use "jitterbugs" or other special tools designed for the purpose of forcing coarse aggregate away from the surface and allowing a layer of mortar, which will be weak and cause surface cracks or delamination, to accumulate.

- 3.5.1.2 Do not dust surfaces with dry materials.
- 3.5.1.3 Use evaporation retardant.
- 3.5.1.4 Round off edges of slabs with a steel edging tool, except where a cove finish is shown. Steel edging tool radius shall be ¼ inch for slabs subject to wheeled traffic.
- 3.5.1.5 After curing and after applying the final floor finish, cover slabs with plywood or particle board or plastic sheeting or other material to keep floor clean and protect it from material and damage due to other construction work.
- 3.5.1.6 Patch and repair defective areas and areas damaged by construction.
- 3.5.2 Steel Troweled Finish:
 - 3.5.2.1 Finish by screening and floating with straightedges to bring surfaces to required finish elevation. Use evaporation retardant.
 - 3.5.2.2 While concrete is still green, but sufficiently hardened to bear a person's weight without deep imprint, wood float to true, even plane with no coarse aggregate visible.
 - 3.5.2.3 Use sufficient pressure on wood floats to bring moisture to surface.
 - 3.5.2.4 After surface moisture has disappeared, hand trowel concrete to produce smooth, impervious surface, free from trowel marks.
 - 3.5.2.5 Burnish surface with an additional troweling. Final troweling shall produce a ringing sound from trowel.
 - 3.5.2.6 Do not use dry cement or additional water during troweling, nor will excessive troweling be permitted.
- 3.6 PATCHING FORMED SURFACES
 - 3.6.1 Areas Subject to Water:
 - 3.6.1.1 Cut out honeycombed and defective areas.
 - 3.6.1.2 Cut edges perpendicular to surface at least 1-inch deep. Do not feather edges.
 - 3.6.1.3 Soak area to be patched 24 hours, then allow surface to drain free of standing water.
 - 3.6.1.4 Patch with specified color matched nonshrink grout.
 - 3.6.1.5 Cure grout as recommended by grout manufacturer.
- 3.7 PROTECTION AND CURING
 - 3.7.1 Protect fresh concrete from direct rays of sunlight, drying winds and wash by rain.
 - 3.7.2 Keep concrete slabs continuously wet for a 7-day period. Intermittent wetting is not acceptable.
 - 3.7.3 Cure formed surfaces with an approved curing compound applied in accordance with manufacturer's directions as soon as forms are removed and finishing completed.

4.0 PAYMENT

- 4.1 GENERAL
 - 4.1.1 Payment for all work, materials and equipment specific in this Section will be included in the casing repair lump sum price as stated in the CONTRACTOR's Unit Price Bid Schedule for CASING REPAIR (Pay Item No. 10).

END OF SECTION

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SECTION 09900

PAINTING AND PROTECTIVE COATINGS

1.0 GENERAL

1.1 WORK INCLUDED

- 1.1.1 This Section covers the surface preparation, furnishing and application of architectural paint and special protective coatings, complete.
- 1.1.2 It is the intent that all new metal surfaces be painted (except stainless steel), whether specifically mentioned or not, except as modified herein.
- 1.1.3 The Following Major Items will be Painted:
 - 1.1.3.1 Exterior surfaces of all exterior piping, fittings, valves and support hardware shall be painted with Tnemac Series 66 High Build Epoxoline and topcoated with Tnemac Series 73 High Aliphatic Polyurethane Enamel.

1.2 WARRANTY

- 1.2.1 The CONTRACTOR and coating manufacturer shall jointly and severally warrant to the OWNER and guarantee the work under this section against defective workmanship and materials for a period of 1 year commencing on the date of final acceptance of the Work.

1.3 SUBMITTALS DURING CONSTRUCTION

- 1.3.1 The CONTRACTOR shall obtain from each paint manufacturer for submittal to the ENGINEER, a completed Paint System Data Sheet (PSDS) and Technical Data Sheets.

2.0 PRODUCTS

2.1 PAINT AND COATINGS SUPPLIERS

- 2.1.1 Alternate suppliers will be considered, subject to the review of the ENGINEER and OWNER.
- 2.1.2 Coating Suppliers: Able to supply most heavy-duty industrial coatings and architectural paints.
 - 2.1.2.1 Tnemec Coatings, Kansas City, MO (or equal).

2.2 PAINT MATERIALS

- 2.2.1 The following paint products will be used. Deviations from the specified paint systems must be reviewed by the ENGINEER prior to use. Alternate systems will be considered subject to the review of the ENGINEER.

Product	Definition
Polyamide High Build Epoxy	Capability of 4-8 MDFT per coat
Aliphatic Polyurethane	Semi-gloss finish enamel

2.3 COLORS

- 2.3.1 Colors to be used will be selected by the OWNER..

3.0 EXECUTION

3.1 GENERAL

- 3.1.1 All materials of a paint system, including primer and finish coats, shall be produced by the same paint manufacturer. Thinners, cleaners, driers, and other additives shall be as recommended by the paint manufacturer of the particular coating.

3.2 INTENT

3.2.1 It is the intent of these Specifications that CONTRACTORS and their subcontractors employed on the jobsite will leave the surfaces of their work in such a condition that only minor cleaning, sanding, and filling is required prior to surface reparation and painting. It is the responsibility of the CONTRACTOR to inspect and provide substrate surfaces that are prepared in accordance with these Specifications and the printed directions and recommendations of the paint manufacturer whose product is to be applied.

3.3 PROTECTION OF MATERIALS NOT TO BE PAINTED

3.3.1 Remove, mask, or otherwise protect hardware, lighting fixtures, switchplates, nameplates on machinery, and other surfaces not intended to be painted. Protect working parts of mechanical and electrical equipment from damage during surface preparation and painting process.

3.4 ENVIRONMENTAL CONDITIONS

3.4.1 Paint shall not be applied in temperatures exceeding the manufacturer's recommended maximum and minimum allowable, nor in dust, smoke-laden atmosphere, damp or humid weather.

3.4.2 Abrasive blast cleaning shall not be performed whenever the relative humidity exceeds 85 percent, nor whenever the surface temperature is less than 5 degrees F above the dewpoint of the ambient air.

3.5 SAFETY

3.5.1 Painting shall be performed in strict accordance with the safety recommendations of the paint manufacturer; with the safety recommendations of the National Association of Corrosion Engineers contained in the publication, Manual for Painter Safety; federal, state, and local agencies having jurisdiction.

3.6 LOCATION WHERE PAINTING IS PERFORMED

3.6.1 Surface preparation and painting shall be done at the project site and/or a shop blast cleaning facility.

3.7 SHOP BLAST CLEANING

3.7.1 The Work shall be subject to the ENGINEER's approval..

3.7.2 Finish painting at the jobsite shall be as specified herein. If the manufacturer of the finish coating differs from that of the shop primer, CONTRACTOR shall provide the ENGINEER with manufacturer's written confirmation that the materials are compatible.

3.8 FIELD SANDBLASTING

3.8.1 Perform sandblasting for items and equipment where specified and as required to restore damaged surfaces previously shop or field blasted and primed. Materials, equipment, procedures, and safety equipment for personnel shall conform to the Steel Structures Painting Council.

3.9 PREPARATION OF METAL SURFACES

3.9.1 General:

- 3.9.1.1 No surface preparation blasting will be permitted prior to submission of samples. All workmanship for metal surface preparation as specified shall be in strict conformance with the current Steel Structures Painting Council (SSPC) Specifications.
- 3.9.1.2 Where OSHA or EPA regulations preclude standard abrasive blast cleaning, wet or vacu-blast methods may be required. Coating manufacturers' recommendations for wet blast additives and first coat application to apply.
- 3.9.1.3 Hand tool clean areas that cannot be cleaned by power tool cleaning.

- 3.9.1.4 Preblast Cleaning Requirements: All oil, grease, welding fluxes, and other surface contaminants shall be removed prior to blast cleaning. Preblast cleaning methods shall use steam, open flame, hot water, or cold water with appropriate detergent additives followed with clean water rinsing. All sharp edges shall be rounded or chamfered and all burrs, jagged edges, and surface defects shall be ground smooth. Welds and adjacent areas shall be prepared such that there is: (1) no undercutting or reverse ridges on the weld bead, (2) no weld spatter on or adjacent to the weld or any other area to be painted, and (3) no sharp peaks or ridges along the weld bead. All embedded pieces of electrode or wire shall be ground flush with the adjacent surface of the weld bead.
- 3.9.1.5 Blast Cleaning Requirements: The type of equipment and speed of travel shall be such that the specified degree of cleanliness is obtained. Only dry blast cleaning methods will be permitted. Alternatives to standard abrasive blast cleaning methods will be permitted subject to a review by the ENGINEER.
- 3.9.1.6 Post-Blast Cleaning and Other Cleaning Requirements: All surfaces shall be cleaned of all dust and residual particles of the cleaning operations by dry (no oil or water vapor) air blast cleaning or other method prior to painting. Surfaces shall be sandblasted the same day they are sandblasted. Surfaces that have started to rust before they are painted shall be reblasted.

3.10 APPLICATION OF PAINT

3.10.1 General:

- 3.10.1.1 Manufacturer's written instructions for applying each type of paint or protective coating shall be furnished the ENGINEER prior to application. Apply all coatings in strict accordance with the paint manufacturer's recommendations, as reviewed by the ENGINEER.
- 3.10.1.2 For fusion bonded coatings, method of application may be electrostatic, fluidized bed, or flocking.
- 3.10.1.3 Units to be bolted together and to structures shall be painted prior to assembly or installation.

3.10.2 Film Thickness: Coverage is listed as total minimum dry film thickness in mils (MDFT), or per coat determinations as MDFTPC. The number is the minimum required irrespective of the coating thickness. Additional coats may be required to obtain the minimum required paint thickness, depending on, method of application, differences in manufacturers' products, and atmospheric conditions. Maximum film build per coat shall not exceed the coating manufacturer's recommendations.

3.10.3 Unsatisfactory Application: If the item has an improper finish color, or insufficient film thickness, the surface shall be cleaned and top coated with the specified paint material to obtain the specified color and coverage. Specific surface preparation information to be secured from the coating manufacturer and the ENGINEER. Work shall be free of runs, bridges, shiners, laps, or other imperfections. Evidence of these conditions shall be cause for rejection.

3.10.4 Protective Coatings Systems:

Surface Prep.	Paint Material	Min. Coats, Cover
Abrasive Blast, or	Epoxy Polyamide High Build	2 coats, 3.5 -5.5 MDFTPC
Centrifugal Wheel Blast	Aliphatic Acrylic Polyurethane	1 coat, 3.0 MDFT
(Near-White Blast Cleaning, SP-10)		

- 3.10.5 Paint Application Schedule: The above paint system shall be used on all exposed existing and new metal surfaces at the injection wellhead. Limits of paint application shall be from top of slab within injection well vault to top of carbon steel pipe and ductile iron including flanges and all appurtenances.

4.0 WARRANTY

4.1 GENERAL

- 4.1.1 CONTRACTOR shall provide a minimum 1-year warranty for all painting work performed as specified herein.

5.0 PAYMENT

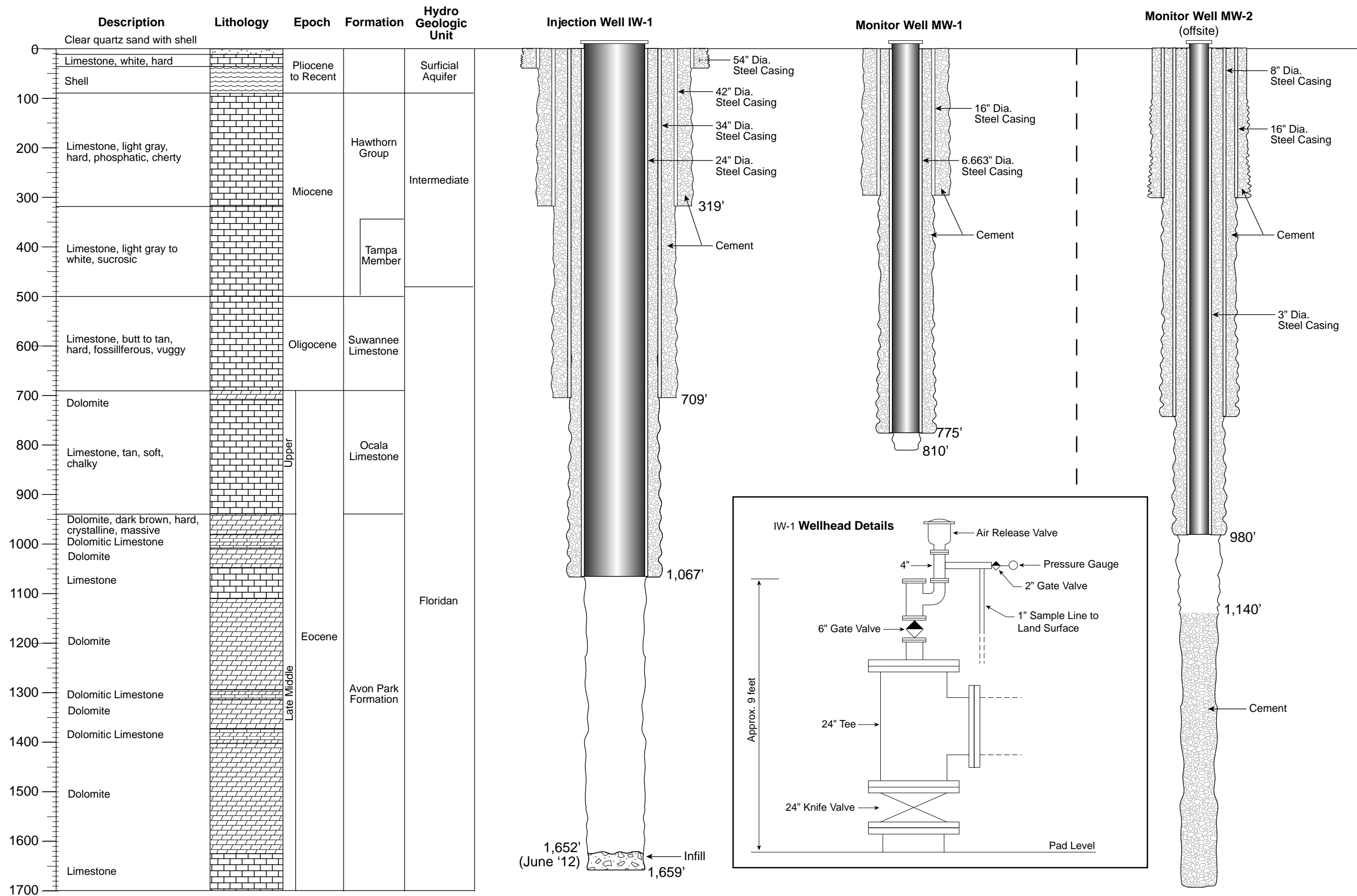
5.1 GENERAL:

- 5.1.1 Payment for all work, materials and equipment specified in this section will be according to Measurements and Payment section of these bid documents.

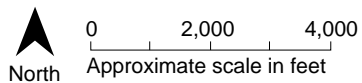
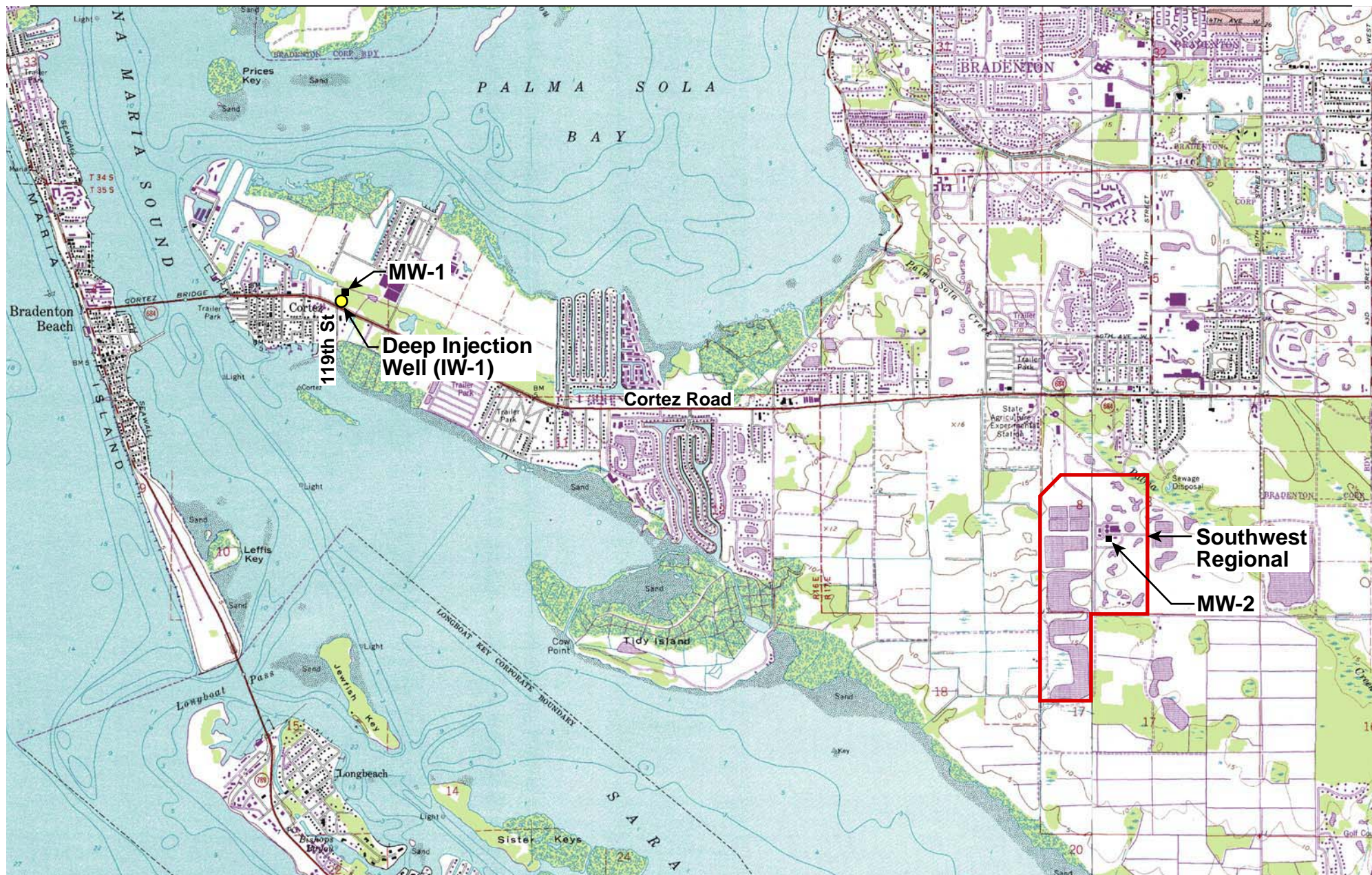
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Drawings

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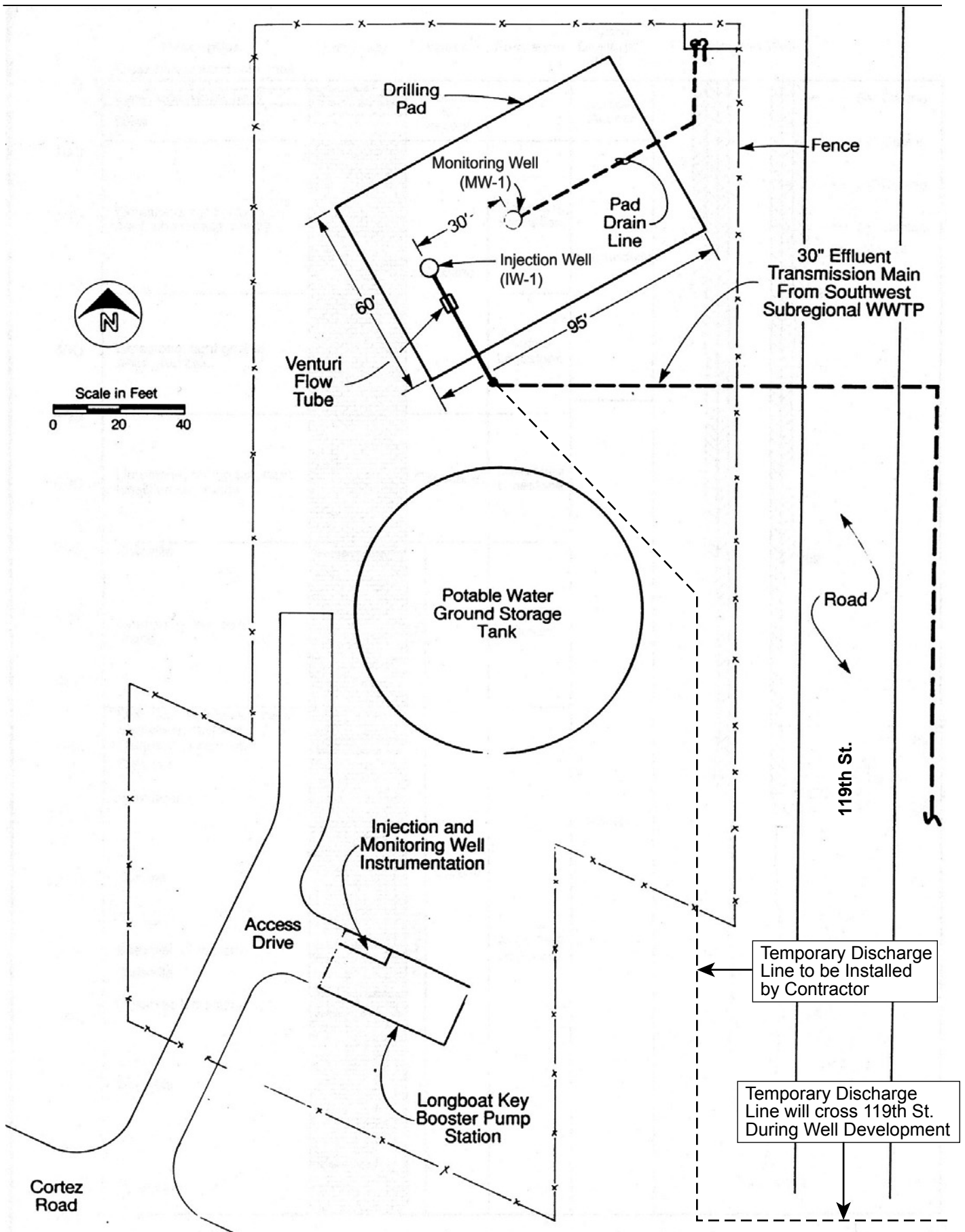
DRAWING 1
SWRWTP Deep Injection Well System
Well Construction Details



USGS Quad Maps:
Bradenton Beach, FL - 1987
Bradenton, FL - 1987

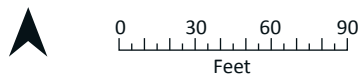
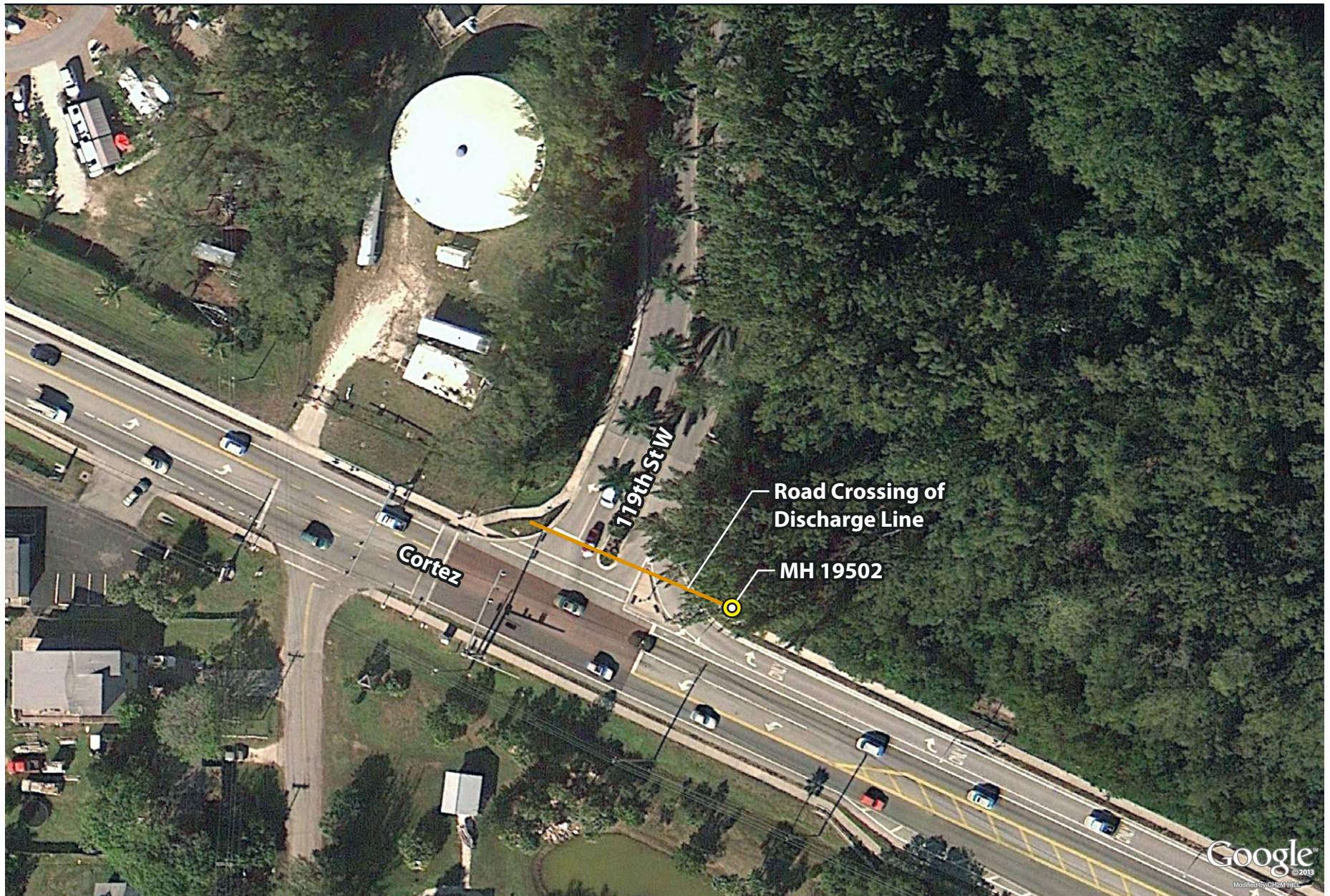
LEGEND
 ● Injection Well
 ■ Monitoring Well

DRAWING 2
 SWRWTP Deep Injection Well System
 Location Map

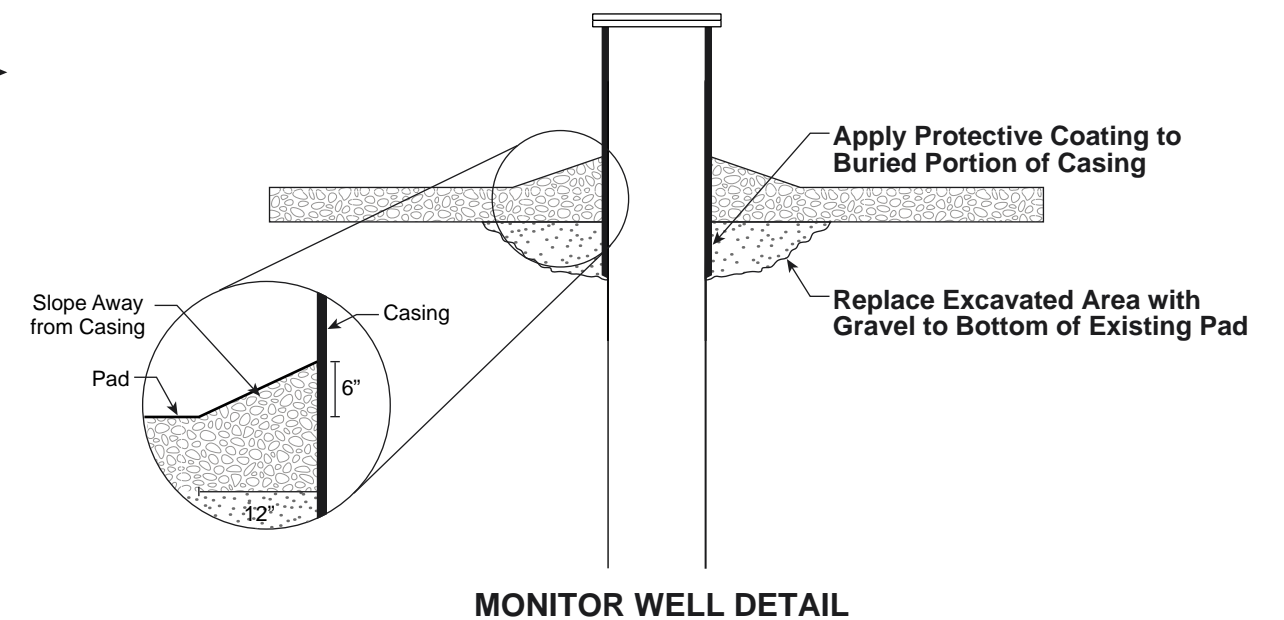
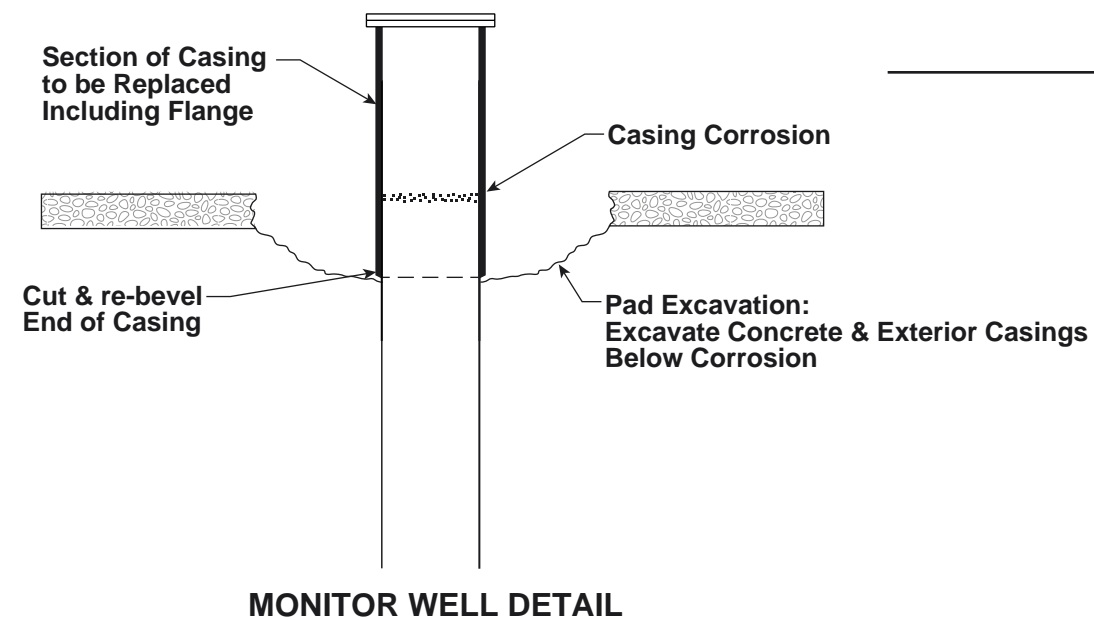
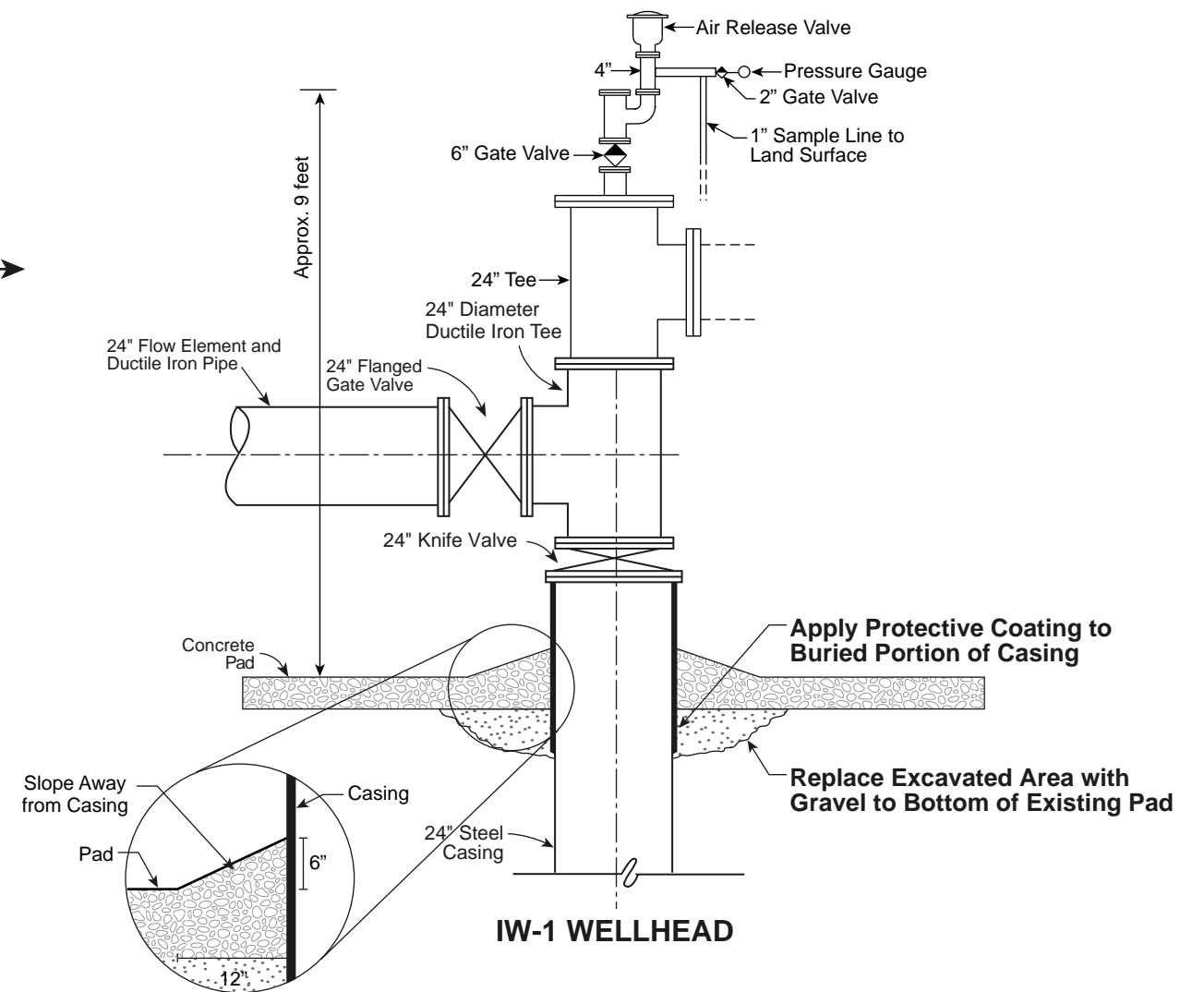
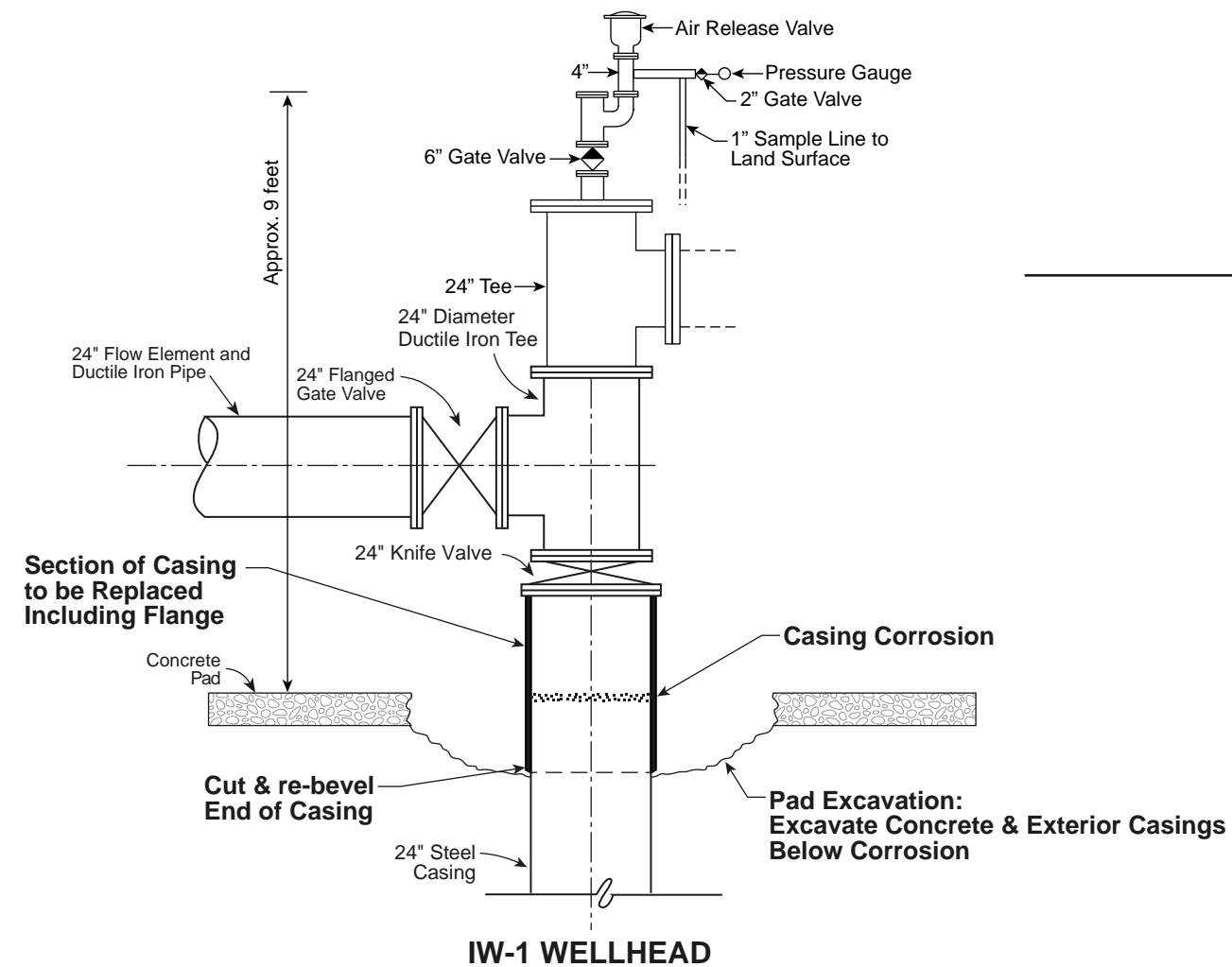


DRAWING 3
 SWRWTP Deep Injection Well System
 Injection Well Site Plan

CH2MHILL



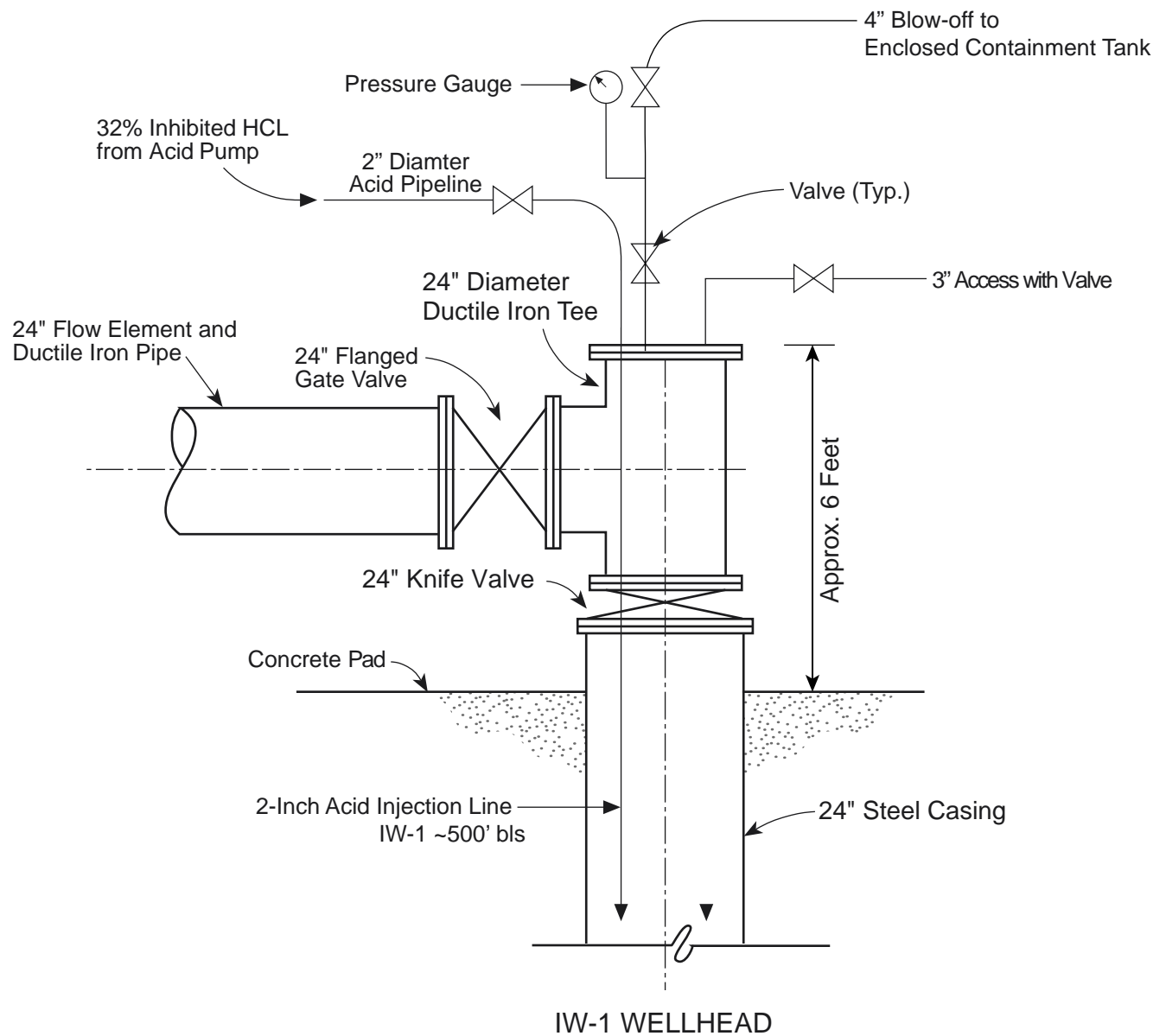
DRAWING 4
Site Map
Discharge Location (Manhole)



Not to Scale
bls = below land surface

DRAWING 5
Injection Well and Monitor Well Wellhead Details
SWRWTP IW-1

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Not to Scale

bls = below land surface

DRAWING 6
Setup for Injection Well Acidizations
SWRWTP IW-1